

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of May 21, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, May 21, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
Charles Stephens, Councilor
Carla Stinnett, Councilor

Absent: Wes Galloway, Councilor

Staff Present: Joan Riley, City Manager; Rick Rumsey, Assistant City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Nikki White, Urban Development Director

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve the following:

- A.** Approve the minutes for the May 7, 2018, sine die, organizational and regular city council meetings;
- B.** Approve claims in the amount of \$ 1,759,450.49.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

4. COMMUNITY DEVELOPMENT.

- A.** Motion was made by Councilor Marty Cummins, seconded by Councilor Hugo Naifeh, to approve SUP-020, application for a Specific Use Permit, to Mission Street, LLC, to allow a mini-storage use at 1201 West Taft Avenue with the following conditions: The City of Sapulpa Corridor Design Criteria shall be followed, unless waived by the city council. The landscape ordinance shall be followed, unless specifically waived by the city council. And, the specific use permit is limited to the existing owner and terminates upon any transfer of ownership or occupancy of the property.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0..

5. ADMINISTRATION.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the award of bid, Option #2, in the amount of \$83,784.00 to Childs Play, Inc., for playground equipment, safety surface, and installation of improvements at Kelly Lane Park.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0..

- B.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve agreements for major thoroughfare materials and supplies to Apac-Central, Inc., Maxwell Supply, Fortiline Waterworks, Dunham Asphalt Services, Mohawk Material, Fensco, and Dolese Brothers.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- C.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the Right-of-Way Use Agreement with the Oklahoma Turnpike Authority for the expansion of the Turner Turnpike (I-44) within the city limits.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- D.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of a resolution of the City Council of the City of Sapulpa, Oklahoma; authorizing staff to initiate process to consider formation of a Tax Increment Finance District; directing preparation of a project plan; appointing a review committee; directing the review committee to make findings as to eligibility of designated project area and financial impact, if any, on taxing jurisdictions within the proposed district; directing the review committee to make a recommendation with respect to the proposed project plan; directing the planning commission to make a recommendation with respect to the proposed project plan; and containing other provisions relating thereto; and declaring an emergency. (Resolution No. 4528)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the passage and adoption of the emergency clause.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- E.** Motion was made by Councilor Marty Cummins, seconded by Vice-Mayor Louis Martin, to approve the agreement for legal services with Hilborne and Weidman, P.C., as special counsel to assist creating a Tax Increment Financing District for the SeneGence International Midwest Business Park.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- F.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the merchant credit card processing applications and agreements with 4 Leaf Solutions for credit card processing and authorizing the Mayor to sign all agreements.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- G. Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the agreement for professional engineering services with Garver, LLC, for storm drain impact evaluation on Dogwood Lane in an amount not to exceed \$5,000.00.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

6. **PUBLIC COMMENTS.**

Ms. Carla Cale told the council that her property adjoins the property owned by Senegence. She owns more than five acres, and it is zoned agricultural. She wanted to bring to the council's attention that state law was not followed when the city annexed her property because she was not given notification of the city's intent to annex her property.

7. **EXECUTIVE SESSION.**

- A. Motion was made by Councilor John Anderson, seconded by Councilor Charles Stephens, to approve an executive session to discuss the following:

1. Discuss the purchase and/or acquisition of Lots 2, 3, and 6, Block 9, Original Town Sapulpa, Creek County, Oklahoma [25 O.S. Section 307 B (3)];
2. Discuss the purchase and/or acquisition land situated in Lots 2 and 4 of Section 2, Township 17 North, Range 11 East, Creek County, Oklahoma [25 O.S. Section 307 B (3)].

ROLL CALL: AYE-John Anderson, Bruce Bledoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Council convened into an executive session at 7:40 o'clock P.M.

At 8:05 o'clock P.M. and in open session, Mayor Reg Green called the regular council meeting to order.

- B. Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve a contract with Jeff Laws in the amount of \$185,000.00 for the purchase and/or acquisition of Lots 2, 3, and 6, Block 9, Original Town, Sapulpa, Creek County, Oklahoma.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve a contract with Boyd Cherry in the amount of \$25,000.00 for the purchase and/or acquisition of land situated in Lots 2 and 4, Section 2, Township 17 North, Range 11 East, Creek County, Oklahoma, with funding of the purchase to be made by the Sapulpa Park Friends.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

8. ADJOURNMENT.

There being no further business to consider, motion was made by Councilor Hugo Naifeh, seconded by Councilor Craig Henderson, to adjourn the meeting.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: May 21, 2018

Submitted For: Shirley Burzio, City Clerk

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approval of minutes for the May 7, 2018, sine die, organizational and regular city council meetings.

BACKGROUND:

RECOMMENDATION:

Attachments

[minutes.05-07-2018 city sine die meeting](#)

[minutes.05-07-2018 city organizational meeting](#)

[minutes.05-07-2018 city regular meeting](#)

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Sine Die Meeting of May 7, 2018

The City Council of Sapulpa, Oklahoma, met in a Sine Die meeting Monday, May 7, 2018, at 6:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
John Anderson, Councilor
Marty Cummins, Councilor
Wes Galloway, Councilor
Craig Henderson, Councilor
Alan Jones, Councilor
Hugo Naifeh, Councilor
Charles Stephens, Councilor
Carla Stinnett, Councilor

Staff Present: Joan Riley, City Manager; Rick Rumsey, Assistant City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk

1. CONSIDER MINUTES OF APRIL 16, 2018 MEETING.

Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the minutes of the April 16, 2018, meeting.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

2. ACKNOWLEDGEMENT AND CERTIFICATION OF CITY COUNCIL ELECTION RESULTS.

Motion was made by Councilor Alan Jones, seconded by Councilor John Anderson, to accept the Creek County Election Board's official certification of votes for the city council election of April 3, 2018.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

3. RECOGNITION OF OUTGOING WARD 5 CITY COUNCILOR, ALAN JONES.

Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the proclamation honoring Councilor Alan Jones for his twenty years of service to the city by serving on the Sapulpa City Council.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-Alan Jones (Abstained).

Mayor Reg Green commended Mr. Jones for his service to the city and presented him with a plaque and a framed copy of the proclamation.

Councilor Jones departed at 6:15 o'clock P.M. from the council meeting.

4. ADMINISTER OATH OF OFFICE TO NEWLY ELECTED CITY COUNCILORS.

City Clerk Shirley Burzio administered the oath of office to Mr. Bruce Bledsoe, Mr. Craig Henderson, Mr. Louis Martin, Mr. Hugo Naifeh and Mr. Charles Stephens.

5. ADJOURNMENT.

There being no further business to consider, motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to adjourn the meeting.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Niafeh, Charles Stephensm, Carla Stinnett. NAY-None. Motion carried 9-0.

Mayor

Attest:

City Clerk

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Organizational Meeting of May 7, 2018

The City Council of Sapulpa, Oklahoma, meet in an organizational meeting Monday, May 7, 2018, at 6:15 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Wes Galloway, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
Charles Stephens, Councilor
Carla Stinnett, Councilor

Staff Present: Joan Riley, City Manager; Rick Rumsey, Assistant City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk

1. NOMINATION AND ELECTION OF MAYOR.

Nomination was made by Councilor Hugo Naifeh, seconded by Councilor Charles Stephens, to elect Councilor Reg Green as mayor.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, that nominations for mayor cease and Councilor Reg Green be elected by acclamation.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

2. NOMINATION AND ELECTION OF VICE-MAYOR.

Nomination was made by Councilor Hugo Naifeh, seconded by Councilor Charles Stephens, that Councilor Louis Martin be elected as vice-mayor.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

3. **INFORMATIONAL ITEMS FROM CITY STAFF (2018 Council Handbook).**

City Attorney David Widdoes presented councilors with the 2018 Council Handbook.

4. **RECESS.**

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Charles Stephens, to recess the meeting until 7:00 o'clock P.M.

Mayor

Attest:

City Clerk

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of May 7, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, May 7, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Wes Galloway, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
Charles Stephens, Councilor
Carla Stinnett, Councilor

Staff Present: Joan Riley, City Manager; Rick Rumsey, Assistant City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Nikki White, Urban Development Director

1. INVOCATION.

The invocation was given by Rev. Alan Schneider.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. APPOINTMENTS, AWARDS, PRESENTATIONS, PROCLAMATIONS & CONSENT ITEMS.

Motion was made by Councilor Charles Stephens, seconded by Vice-Mayor Louis Martin, to approve the following:

- A.** Approve the mayoral appointment of Craig Henderson, City Councilor, to the standing committee of Administration and Finance to fulfill the unexpired term of Alan Jones, term to expire August, 2018;
- B.** Authorizing the Mayor to issue a proclamation recognizing the dedication of Heart of Route 66 Auto Museum's 66-foot tall gas pump and proclaiming May 11, 2018, as "Heart of Route 66 Auto Museum Day" in the City of Sapulpa;
- C.** Approve claims in the amount of \$258,729.65;

- D. Approve prepaid claims in the amount of \$39,090.73.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

4. COMMUNITY DEVELOPMENT.

- A. Motion was made by Councilor Marty Cummins, seconded by Councilor Hugo Naifeh, to approve SUP-018, application for a Specific Use Permit, to Muscogee Creek Nation to allow a church at 875 McDonald Road with the following conditions: The existing building will be painted to match the add-on. The building and parking lot will be landscaped on the south for screening from Highway 117. The specific use permit is limited to the existing owner and terminates upon any transfer of ownership or occupancy of the property.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-Louis Martin. Motion carried 9-0.

- B. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to table consideration of SUP-020, application for a Specific Use Permit, to Mission Street, LLC, to allow mini storage use at 1201 West Taft Avenue.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

5. ADMINISTRATION.

- A. Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the close-out of the Dewey Avenue Connection Wastewater Line Project with B&B Utility, LC, and payment of the final pay request in the amount of \$11,562.30. This also includes the approval of one change order due resulting in a \$175.25 increase in the project cost. The total project cost (less liquidated damages) is \$50,983.03. This includes the approval of all close out documents; establishing the warranty date effective March 24, 2018 through March 23, 2019.

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-John Anderson, Charles Stephens. Motion carried 8-2.

- B.** Motion was made by Councilor Marty Cummins, seconded by Councilor Craig Henderson, to approve the adoption of an ordinance of the City of Sapulpa, Oklahoma, amending Part 17, Utilities, Section 17-206, by repealing and replacing same; and amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, by repealing and replacing Section 17.17-206, providing amended rates for water connection charges; providing for an effective date; repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing that if any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected; and declaring an emergency. (Ordinance No. 2795)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the passage and adoption of the the emergency clause.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve the contract between City of Sapulpa and Guy Engineering to provide hydraulic analysis for the pedestrian bridge at Kelly Lane Park.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

- D.** Motion was made by Councilor Wes Galloway, seconded by Vice-Mayor Louis Martin, to authorize the City Manager to review qualification of nominees to the Oklahoma Municipal Assurance Board of Directors and make a recommendation to council.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

- E.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the award of bid(s) for Major Thoroughfare Materials and Supplies to the following vendors as being the most responsive and responsible bids. The bid award will be for a period of one (1) year beginning May 7, 2018 and ending May 31, 2019.

Aggregate Base Type A	APAC Central
1/2" Class A Rock	APAC Central
2" Class A Rock	APAC Central
3/8"-5/8" Washed Limestone Chips	APAC Central
12" Rip Rap	APAC Central
18" Rip Rap	APAC Central
24" Rip Rap	APAC Central
6" Surge Rock	APAC Central
1 1/2" Crusher Run	APAC Central
3" Crusher Run	APAC Central
Screenings	APAC Central
Silt Fence	Maxwell Supply
Geotextile Reinforcement	Maxwell Supply/Fensco
Geogrid Reinforcement	Maxwell Supply/Fensco
Reinforced Poly Drainage Pipe	Core & Main
Asphalt Type A	Dunham's Asphalt Services/APAC Central
Asphalt Type B, C, D Central	Dunham's Asphalt Services/APAC Central
Superpave S-3, S-4, S-5	Dunham's Asphalt Services
Concrete	Dolese Bros
Fill Sand	Mohawk Materials

No bids were received for RCP pipe, slab, cold lay asphalt, mason sand and pea gravel.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

- F.** Motion was made by Councilor Hugo Naifeh, seconded by Councilor Marty Cummins, to accept the bid submitted by Child's Play, Inc., for a play structure, safety surface and installation Kelly Lane Park.

City Attorney David Widdoes expressed concern about the wording of the agenda item not reflecting the reason the lowest bidder was being rejected.

Councilor Hugo Naifeh and Councilor Marty Cummins withdrew their motion. There was no further action taken by the council.

- G. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 17-18 Park Development Fund by increasing revenues and appropriations in the amount of \$43,784.00 to recognize a donation for the purchase of a play structure including installation at Kelly Lane Park and by decreasing revenues and appropriations in the Grants & Aid Fund in the amount of \$72,744.00 for a grant that was not received. (Resolution No. 4527)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

6. PUBLIC COMMENTS.

There were no comments made to the council.

7. EXECUTIVE SESSION:

- A. Motion was made by Councilor John Anderson, seconded by Councilor Craig Henderson, to enter into an executive session to discuss the following:

1. Discuss the purchase and/or acquisition of Lots 2, 3, and 6, Block 9, Original Town, Sapulpa, Creek County, Oklahoma [25 O.S. Section 307 B (3)];

2. Discuss the purchase and acquisition of land in NW/4 NE/4 SE/4 of Section 34, T18N, R11E, Creek County, Oklahoma [25 O.S. Section 307 B (3)].

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

The council convened into an executive session at 7:45 o'clock P.M.

B. CONSIDER ACTION IN OPEN SESSION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION.

At 8:03 o'clock P.M. and in open session, Mayor Reg Green, called the regular council meeting to order.

Motion was made by Councilor Carla Stinnett, seconded by Councilor Wes Galloway, to authorize staff to enter into a contract with Jerry Hammock for the sum of \$28,500.00, subject to funds being available.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

8. **ADJOURNMENT.**

There being no further business to consider, motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to adjourn the meeting.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

Mayor

Attest:

City Clerk



Consent Agenda 7.A.

City Council Regular

Meeting Date: May 21, 2018

Submitted For: Amber Fisher, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$ 1,759,450.49.

Attachments

Claims List 5-21-18

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122920	99-10109	VICTORY, TRAVIS	MEAL REIMBURSEMENT	5/2018	05102018 122920	45.36
120491	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICE-COURT	5/2018	4/1-4/30/18 120491	5,210.32
122384	99-10160	MERRIFIELD OFFICE SOLUTIONS	15 CITY COUNCIL HANDBOOKS	5/2018	0144055-001	300.90
122905	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	5/2018	0144645-001	69.99
122973	99-10160	MERRIFIELD OFFICE SOLUTIONS	STAMP/PAPER	5/2018	0144901-001	82.47
121984	99-10252	CECIL COX ENTERPRISES	REPAIR FLATS/STEMS	5/2018	3026783	10.00
123024	99-10252	CECIL COX ENTERPRISES	TIRE -DODGE CHARGER	5/2018	3026291	109.06
123180	99-10252	CECIL COX ENTERPRISES	8 TIRES FOR POLICE UNITS	5/2018	3026603	988.00
123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	2,266.94
122917	99-10301	SOLIS, JOSHUA	TUITION REIMBURSEMENT	5/2018	5/7/18 122917	1,112.00
120721	99-10395	AUBREY WEATHERFORD	MONTHLY SOCIAL MEDIA FEE	5/2018	SAP0518	500.00
122435	99-10412	BH MEDIA GROUP INC	EMPLOYMENT AD-CODE ENFORC	5/2018	I0000466131-0411	199.07
123058	99-10433	RUHL, MARY	MEAL REIMBURSEMENT	5/2018	5/3-4/18 123058	39.00
122974	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	5/2018	1958898-0	51.98
121385	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	5/2018	3009579	137.50
121282	99-10571	CONCERNS OF POLICE SURVIVOR	SEMINAR FEE	5/2018	1014 -MIKE SOLE	300.00
123056	99-10654	NEEHA HOTELS LLC	LODGING RESERVATIONS	5/2018	205H400004969	79.00
122921	99-10664	BRISCOE JOSH	MEAL REIMBURSEMENT	5/2018	5/10/18 122921	53.49
122927	99-10666	STEVEN H STODDARD	REPAIR LEAK-CITY HALL 2ND	5/2018	18-0515-01	50.00
122345	99-1206	REASOR'S INC.	DOG FOOD	5/2018	0233 4/3/18	15.58
122426	99-1206	REASOR'S INC.	FOOD FOR STUDY SESSIONS	5/2018	5004 4/16/18	24.96
122652	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	5/2018	2209 3/30/18	421.39
123050	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	5/2018	3410 4/12/18	371.87
122616	99-141	LOCKE SUPPLY CO.	MISC BLDG MAINT SUPPLIES	5/2018	34226823-00	71.47
122913	99-175	STANDARD DISTRIBUTING INC	84 CASES OF WATER	5/2018	328278	191.52
122241	99-2114	ACCURATE FIRE EQUIP, INC.	SCBA BOTTLES	5/2018	5-84632	555.75
122819	99-3128	CASCO INDUSTRIES, INC.	SAFETY BOOTS	5/2018	194554	365.00
122821	99-3128	CASCO INDUSTRIES, INC.	BUCKETS OF CLASS A FOAM	5/2018	193792	1,360.00
122237	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	5/2018	153-103292	276.87
122918	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	5/2018	153-105664	41.99
123023	99-3707	O'REILLY AUTOMOTIVE INC	HEADLIGHT BULBS	5/2018	153-101874	28.84
123277	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTERS/WIPER BLADES	5/2018	153-103082	39.32
123279	99-3707	O'REILLY AUTOMOTIVE INC	EVAP CANISTER/PURGE VALVE	5/2018	153-104507	28.35
123280	99-3707	O'REILLY AUTOMOTIVE INC	FUEL PUMP/IGNITION COILS	5/2018	153-104067	151.08
123281	99-3707	O'REILLY AUTOMOTIVE INC	OIL/FILTERS/FLUIDS	5/2018	153-104466	110.54
123287	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE PADS/ROTORS/ETC	5/2018	153-105367	340.12
123283	99-4004	H & M HEAT & AIR CONDITION	REPLACE FAN/SERVICE CALL	5/2018	40129	550.00
120789	99-4183	UPTOWN SAPULPA ACTION, INC.	CONTRACT W/ MAIN ST	5/2018	MAY 2018 120789	2,500.00
123257	99-4700	COX COMMUNICATIONS	APRIL 2018 PHONE CHARGES	5/2018	4/1-30/18 123257	10,668.65
121369	99-4737	TERRACON CONSULTANTS INC	COBB ST TESTING	5/2018	TA49747	506.25
123062	99-5097	NOE, JAMIE	MEAL/HOTEL REIMBURSEMENT	5/2018	4/25-27/18 123062	206.00
122363	99-6024	GLOCK PROFESSIONAL, INC.	REGISTRATION FEE-TAYLOR	5/2018	TRP/100107306	250.00
122383	99-6465	WIDDOES, DAVID	MILEAGE/MEALS REIMBURSEME	5/2018	4/13/18 122383	94.83
120737	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	5/2018	838122679	545.26
120045	99-6575	STATE OF OKLAHOMA	OLET MONTHLY FEE	5/2018	01-1803260	350.00
123055	99-68	A & M ELECTRIC, INC	BATTERY BACKUP INSTALL	5/2018	5693	1,808.90
122674	99-7011	LOWE'S HOME CENTERS, INC.	MISC JANITORIAL SUPPLIES	5/2018	10598	71.15
122681	99-7011	LOWE'S HOME CENTERS, INC.	MISC SUPPLIES FOR SHELTER	5/2018	10598A	81.57
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	5/2018	0247015665	37.43
123053	99-7416	PUSH PEDAL PULL, INC.	TREADMILL	5/2018	221621	5,111.33

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123191	99-7510	NATIONAL TACTICAL OFFICERS	TEAM MEMBERSHIP RENEWAL	5/2018	28278 4/10/18	150.00
122147	99-7948	FOREMAN, TROY	MEAL/VALET REIMBURSEMENT	5/2018	4/21-24/18 122147	303.66
121615	99-8016	NORTHERN SAFETY COMPANY	INYEARELY TESTING-AIR PACKS	5/2018	902925657	4,581.35
121666	99-8074	SPECIAL OPS UNIFORMS, INC	NEW HIRE UNIFORMS	5/2018	783123	696.50
122699	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	5/2018	9066226	20.00
121172	99-8434	FLEETCOR TECHNOLOGIES d/b/acng	APRIL 2018	5/2018	NP53238563	272.59
121141	99-8493	MESHEK & ASSOCIATES, P.L.C.	ENG REVIEW FEES	5/2018	5466	2,230.00
123179	99-8555	YORK ELECTRONIC SYSTEMS, INREPAIR	FRONT DOOR	5/2018	66349	222.00
120322	99-8817	DE LAGE LANDEN PUBLIC FINANLEASE	COPIERS/PRINTERS	5/2018	59030459	2,327.00
122824	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS FOR HYDRANTS	5/2018	526548	312.93
123258	99-9202	AT&T	MAY 2018 PHONE CHARGES	5/2018	918A164006 5/5/18	4,533.23
120667	99-9283	FBINAA OKLAHOMA CHAPTER	SEMINAR FEE	5/2018	10/23-27/17 HAEFNE	249.00
120315	99-9288	ADVANCE ALARMS, INC	ALARM FOR GARAGE	5/2018	1618431	25.00
120494A	99-9397	ELECTRONIC TRANSACTION SYSTCREDIT	CARD FEES	5/2018	APRIL 2018 120494A	441.35
121881	99-9691	BAYSINGER POLICE SUPPLY	FLEXBADGES FOR OFFICERS	5/2018	1015340	1,019.49
123276	99-9756	BOB MOORE OF TULSA, LLC	HOOD RELEASE LATCH	5/2018	90204T	24.68
119559A	99-9801	LEXISNEXIS RISK DATA MANAGEPROPERTY	LOOK UP	5/2018	1519676-20180430	100.00
123027	99-9836	WRIGHT EXPRESS FINANCIAL SVMAY	FUEL AND OIL	5/2018	54367018	13,202.80
119412	99-9859	VERIZON WIRELESS SERVICES LDATA	PLAN BLDG INSP IPAD	5/2018	9806149496A	40.01
120147	99-9859	VERIZON WIRELESS SERVICES LWIRELESS	CHARGES FOR IPAD	5/2018	9806149496	400.10
FUND TOTAL:						69,932.79

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

121026	99-10143	PERDUE, BRANDON, FIELDER, CDEBT	COLLECTION	5/2018	4/1-4/30/18 121026	66.44
122973	99-10160	MERRIFIELD OFFICE SOLUTIONSSTAMP/PAPER		5/2018	0144901-001	29.99
123282	99-10252	CECIL COX ENTERPRISES	2 TIRES FOR TRUCK	5/2018	3026824	148.00
123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	1,766.68
120237	99-10302	LAMPTON WELDING SUPPLY CO, TANK	RENTAL	5/2018	883498	15.54
120288	99-10302	LAMPTON WELDING SUPPLY CO, CHEMICAL	BOTTLE RENTALS	5/2018	883499	25.08
122974	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	5/2018	1958898-0	51.98
121385	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	5/2018	3009579	137.50
123253	99-10558	TECHNICAL PROGRAMMING SERVIMAILING	FEES-UTIL BILLING	5/2018	101378	1,098.97
122927	99-10666	STEVEN H STODDARD	REPAIR LEAK-CITY HALL 2ND	5/2018	18-0515-01	50.00
121049	99-1112	WASTE MANAGEMENT OF OKLAHOMHAUL	FEES-CLEANUP DAY	5/2018	2199811-1006-3	3,672.34
123154	99-1443	BRENNTAG SOUTHWEST, INC.	EPI POLYMER	5/2018	BSW981176	2,877.00
123155	99-1443	BRENNTAG SOUTHWEST, INC.	NOMIOMIC POLYMER	5/2018	BSW979778	3,631.50
120317	99-3633	PUBLIC SERVICE COMPANY OF OSRWCS	ELEC SERVICE	5/2018	9536422130 4/30/18	5,312.13
123281	99-3707	O'REILLY AUTOMOTIVE INC	OIL/FILTERS/FLUIDS	5/2018	153-104466	40.30
119972	99-3881	FHC, INC. DBA TETRA TECH FHOPE	RATION/MAINT-SKIATOOK	5/2018	51307282	9,431.51
122058	99-3881	FHC, INC. DBA TETRA TECH FHENGINEER	SRVCSRWCS	5/2018	51307688	233.91
120234	99-4112	ACCURATE ENVIRONMENTAL INC.DEQ	REQUIRED TESTING	5/2018	AD20004	315.00
122765	99-4112	ACCURATE ENVIRONMENTAL INC.DEQ	REQUIRED TESTING	5/2018	AD27015	90.00
123157	99-4112	ACCURATE ENVIRONMENTAL INC.2ND	QTR SOC SAMPLES	5/2018	AD17020	420.00
123158	99-4112	ACCURATE ENVIRONMENTAL INC.MAY	OPEDS	5/2018	AE08054	220.00
119596	99-4936	WASTE MANAGEMENT OF TEXAS, YEARLY	TRASH COLLECTION	5/2018	2198096 / 2198587	112,222.06
121740	99-5295	CLIFFORD POWER SYSTEMS	REPAIR GENERATOR-NICKEL	5/2018	SVC-0071229	8,846.49
120289	99-5493	AQUARIUS ENTERPRISES INCORPDI	BOTTLE RENTAL	5/2018	249374	13.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241477432	146.18
122926	99-6671	SAPULPA AREA CHAMBER OF COMCONTRACT-PRIDE	IN SAPULPA	5/2018	MAY 2018 122926	2,500.00

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123152	99-7011	LOWE'S HOME CENTERS, INC.	LIGHT BULBS/POWER STRIP	5/2018	12428 5/9/18	124.75
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	5/2018	0247015665	110.94
120324	99-7994	BANCFIRST	SMA UTIL REV BOND REF 12	5/2018	SERIES2012 5/8/18	137,220.84
120238	99-7998	AMERICAN ENVIRONMENTAL	LANDSLUDGE DISPOSAL FEE	5/2018	8764	731.07
121172	99-8434	FLEETCOR TECHNOLOGIES d/b/acng	APRIL 2018	5/2018	NP53238563	150.75
123284	99-8539	CROW BURLINGAME COMPANY	WIPER BLADES/RED LIGHTS	5/2018	106-6909	39.88
122768	99-9173	ALL MAINTENANCE SUPPLY, INCMISC	JANITORIAL SUPPLIES	5/2018	68583-01	149.40
120485	99-9207	S2 ENGINEERING SERVICES, PLENGINEERING	CONTRACT	5/2018	06-568	5,000.00
120494A	99-9397	ELECTRONIC TRANSACTION SYSTCREDIT	CARD FEES	5/2018	APRIL 2018 120494A	2,626.80
122981	99-9398	THE UPS STORE #3965	SHIPPING FEES-METER	5/2018	7161 5/4/18 122981	11.34
123027	99-9836	WRIGHT EXPRESS FINANCIAL SVMAY	FUEL AND OIL	5/2018	54351317	1,107.88
FUND TOTAL:						300,635.25

FUND: 29 - STORMWATER MANAGEMENT SUMMARY REPORT

123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	383.42
123278	99-4733	KIRBY-SMITH MACHINERY, INC	FILTERS FOR GRADALL	5/2018	P36732	241.53
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	5/2018	0247015665	27.00
121172	99-8434	FLEETCOR TECHNOLOGIES d/b/acng	APRIL 2018	5/2018	NP53238563	253.24
123275	99-8539	CROW BURLINGAME COMPANY	BATTERY-DODGE RAM	5/2018	106-6593	96.00
123285	99-8539	CROW BURLINGAME COMPANY	OIL FILTERS	5/2018	106-6921	109.53
123027	99-9836	WRIGHT EXPRESS FINANCIAL SVMAY	FUEL AND OIL	5/2018	54351317	773.08
FUND TOTAL:						1,883.80

FUND: 30 - STREET & ALLEY SUMMARY REPORT

123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	188.88
120460	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR TRUCKS	5/2018	153-103296	77.94
123251	99-6646	FASTENAL COMPANY INC	BOLT -CRACK SEAL MACHINE	5/2018	OXSAP154706	1.87
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	5/2018	0247015665	27.00
121172	99-8434	FLEETCOR TECHNOLOGIES d/b/acng	APRIL 2018	5/2018	NP53238563	12.69
122970	99-9577	TRACTOR SUPPLY COMPANY	TOOL BOX/HITCH	5/2018	437165 5/8/18	1,290.77
123027	99-9836	WRIGHT EXPRESS FINANCIAL SVMAY	FUEL AND OIL	5/2018	54351317	2,336.95
FUND TOTAL:						3,936.10

FUND: 31 - CEMETERY MAINTENANCE SUMMARY REPORT

123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	247.45
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241477429	18.60
120606	99-8372	SAWYER ENTERPRISES	MOW FLOOD PROPERTY	5/2018	300050918	950.00
121172	99-8434	FLEETCOR TECHNOLOGIES d/b/acng	APRIL 2018	5/2018	NP53238563	17.45
123027	99-9836	WRIGHT EXPRESS FINANCIAL SVMAY	FUEL AND OIL	5/2018	54351317	675.44
122573	99-9974	BOWERS OIL CO.	300 GAS OF GAS	5/2018	34673	571.10
FUND TOTAL:						2,480.04

FUND: 32 - HUNTING & FISHING SUMMARY REPORT

120583	99-10516	HINSCH MARY	LAKE CARETAKER	5/2018	MAY 2018 120583	750.00
120710	99-10516	HINSCH MARY	COMMISSION SALES	5/2018	121897	506.50
120566	99-7876	DEWAYNE MOTE	STOCK CHANNEL CATFISH	5/2018	5/15/18 120566	1,266.00

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						2,522.50

FUND: 33 - GOLF COURSE

SUMMARY REPORT

123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	293.45
122281	99-10302	LAMPTON WELDING SUPPLY CO,	C02 FOR FOUNTAIN	5/2018	883497	72.78
122298	99-1206	REASOR'S INC.	SUPPLIES FOR GRILL	5/2018	7344 4/3/18	64.86
123080	99-175	STANDARD DISTRIBUTING INC	RESTOCK CONCESSION	5/2018	328376	301.02
122299	99-3794	BOTTLING GROUP, LLC	RESTOCK GRILL ITEMS	5/2018	19667855	658.76
121012	99-4686	ANHEUSER BUSCH SALES-OKLAHO	RESTOCK CONCESSION	5/2018	166942	564.10
123082	99-4686	ANHEUSER BUSCH SALES-OKLAHO	CONCESSION SUPPLIES	5/2018	172725	495.20
123075	99-5278	R & R PRODUCTS, INC.	MARKING PAINT	5/2018	CD2226485	231.22
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241477434	22.59
123078	99-8436	LDF SALES & DISTRIBUTING,	IRESTOCK CONCESSION	5/2018	173996	189.20
123077	99-8442	SYSCO FOODS SERVICES OF OKL	GRILL RESTOCK	5/2018	126401429	1,220.78
123083	99-8442	SYSCO FOODS SERVICES OF OKL	CONCESSION SUPPLIES	5/2018	126420771	373.38
122740	99-8951	REGAL CHEMICAL COMPANY	MISC CHEMICALS FOR GREENS	5/2018	0458995	2,892.43
123081	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	5/2018	68573-01	220.50
FUND TOTAL:						7,600.27

FUND: 34 - LIBRARY

SUMMARY REPORT

122859	99-10061	ALLCOCK, MICKEY	TRAINING REIMBURSEMENT	5/2018	4/23-25/18 122859	68.40
120104	99-10095	RICOH USA, INC	WARRANTY SPEC PRINTER	5/2018	5053200024	119.47
123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	351.18
122413	99-10640	BENEDICT MONDLOCH CBM, LLC	SPECIALIZED BOOKS	5/2018	112555	363.19
122865	99-7011	LOWE'S HOME CENTERS, INC.	HOOKS FOR KID AUDIO BOOKS	5/2018	09898 4/20/18	10.06
120105	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIB ANNE	5/2018	MAY 2018 120105	345.00
120106	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIBRARY	5/2018	MAY 2018 120106	950.00
122871	99-8769	OKLAHOMA DEPARTMENT OF LABO	BOILER INSPECTION	5/2018	B749447 4/4/18	25.00
FUND TOTAL:						2,232.30

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

123135	99-10160	MERRIFIELD OFFICE SOLUTIONS	TRASH BAGS	5/2018	0144763-001	28.99
122797	99-10252	CECIL COX ENTERPRISES	TIRE FOR BACKHOE	5/2018	3026257	650.00
123286	99-10252	CECIL COX ENTERPRISES	TIRE FOR TRAILER	5/2018	3026921	72.45
123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	895.64
123280	99-3707	O'REILLY AUTOMOTIVE INC	FUEL PUMP/IGNITION COILS	5/2018	153-104067	53.20
123281	99-3707	O'REILLY AUTOMOTIVE INC	OIL/FILTERS/FLUIDS	5/2018	153-104466	13.98
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	5/2018	067168801 4/29/18	7.37
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241477433	17.28
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	5/2018	0247015665	27.00
122522	99-7416	PUSH PEDAL PULL, INC.	REPAIR TREADMILL-BTW	5/2018	218534	110.00
121172	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG APRIL 2018	5/2018	NP53238563	45.74
123128	99-8484	SHERWIN WILLIAMS COMPANY,	IPAIN/MATERIALS-SPLASH PA	5/2018	4547-9	338.17
120562	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SERVICES-PARKS	5/2018	MAY 2018 120562	750.00
123129	99-8927	POWER PLAY, LLC	REPAIR REGULATOR	5/2018	979	127.50
120556	99-9288	ADVANCE ALARMS, INC	MONITORYING-SENIOR CENTER	5/2018	1617947	25.00
120558	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	5/2018	1618629	25.00

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123027	99-9836	WRIGHT EXPRESS FINANCIAL	SVMAY FUEL AND OIL	5/2018	54351317	291.58
121245	99-9974	BOWERS OIL CO.	300 GALLONS OF DIESEL	5/2018	34695	761.51
FUND TOTAL:						4,240.41

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	21.65
123127	99-10592	WOOTEN PLUMBING & UTILITIES	REPAIR SHUT OFF VALVE	5/2018	10179	636.89
122507	99-6469	GREAT PLAINS COCA-COLA BOTTLING	MISC SUPPLIES FOR CONCESS	5/2018	14625200013	690.00
123138	99-7868	WESTLAKE HARDWARE INC	WATERPROOF CAULKING	5/2018	8136995	99.58
120557	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	5/2018	1617650	25.00
123125	99-9977	SUNBELT POOLS, INC.	CHLORINE	5/2018	34985-1	3,105.40
FUND TOTAL:						4,578.52

FUND: 40 - FIRE CASH

SUMMARY REPORT

122929	99-10443	MCGRATH CONSULTING GROUP	INMASTER STATION LOC ANALYS	5/2018	1000	1,483.50
118014R	99-3128	CASCO INDUSTRIES, INC.	WILDLAND SAFETY BOOTS	5/2018	185262	12,754.00
122816	99-9859	VERIZON WIRELESS SERVICES	LIPAD AND CASE	5/2018	9806149496B	359.98
FUND TOTAL:						14,597.48

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

120316	99-3633	PUBLIC SERVICE COMPANY OF	OEXPRESSWAY LIGHTS-ELEC	5/2018	953824862 4/30/18	200.28
120450	99-6680	VANCE BROTHERS, INC.	CRACK SEAL BLOCKS	5/2018	IP 26198	2,116.80
120461	99-6680	VANCE BROTHERS, INC.	TACK OIL	5/2018	IP 26222	35.00
123352	99-8484	SHERWIN WILLIAMS COMPANY,	IWHITE PAINT FOR CURBS	5/2018	5307-7	108.76
119688	99-8909	DUNHAM'S ASPHALT SERVICE,	IASPHALT FOR PATCHING	5/2018	249151	452.57
FUND TOTAL:						2,913.41

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

122579	99-10094	JUAN LOZANO	OIL CHANGES FOR VEHICLES	5/2018	35785	38.99
123111	99-10160	MERRIFIELD OFFICE SOLUTIONS	BLEACH	5/2018	0144605-001	65.94
123119	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	5/2018	0145233-001	78.17
123255	99-103	ONG	MARCH 2018 GAS CHARGES	5/2018	MARCH 2018 123255	204.70
122584	99-10560	CORE & MAIN LP	WATER PARTS-SPORTS COMPL	5/2018	I759218	20.06
122717	99-10560	CORE & MAIN LP	SPIRAL BLADES-VAC TRUCK	5/2018	I600110	228.86
123117	99-141	LOCKE SUPPLY CO.	PVC CAPS	5/2018	34233513-00	43.23
123115	99-3327	A & W TOWING INC.	TOW VAC TRUCK	5/2018	40794	337.50
122585	99-3844	SAF-T-GLOVE, INC	REFLECTIVE CONES	5/2018	870366-00	116.24
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241477435	24.01
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	5/2018	0247015665	101.97
122588	99-7642	McCOLLOUGH ENTERPRISES, INC	LEAK LOCATION	5/2018	43809	565.00
121172	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG APRIL 2018	5/2018	NP53238563	248.37
123101	99-9080	J & R EQUIPMENT, LLC	MISC SUPPLIES-VAC TRUCK	5/2018	37241	145.05
123120	99-9398	THE UPS STORE #3965	SHIPPING FEES-8" CAMERA	5/2018	7385 5/10/18	121.61
123027	99-9836	WRIGHT EXPRESS FINANCIAL	SVMAY FUEL AND OIL	5/2018	54351317	2,021.11
FUND TOTAL:						4,360.81

FUND: 55 - INSURANCE FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120967	99-9739	THE HOLMES ORGANISATION,	INMAY 2018 EMPLOY HEAL INS	5/2018	5/5/18 120967	230,909.24
FUND TOTAL:						230,909.24

FUND: 57 - E-911 FUND

SUMMARY REPORT

121297	99-133	INCOG	E-911 CHARGES	5/2018	E-001259	14,681.23
120376	99-4319	AT&T	E-911 MAPPING FEES	5/2018	9181540064 5/1/18	236.90
FUND TOTAL:						14,918.13

FUND: 58 - JUVENILE JUSTICE FUND

SUMMARY REPORT

120492	99-7564	HUMAN SKILLS & RESOURCES	IPROBATION SRVCS-COURT	5/2018	4/14-4/30/18	1,250.00
120493	99-7564	HUMAN SKILLS & RESOURCES	IDRUG ASSESSMENT-COURT	5/2018	APRIL 2018 120493	30.00
FUND TOTAL:						1,280.00

FUND: 59 - HOTEL/MOTEL TAX FUND

SUMMARY REPORT

122441	99-3740	L & M OFFICE FURNITURE,	INCDESK FOR ECON DEV	5/2018	78189-0	2,075.50
122962	99-8861	NATHAN CHADWICK	MOW/LANDSCAPE CITY HALL	5/2018	3765	21,294.84
123325	99-9068	RICKEY HAYES	ICSC REP & FOLLOW UP	5/2018	0771	2,500.00
FUND TOTAL:						25,870.34

FUND: 60 - GRANTS AND AID

SUMMARY REPORT

122072	99-3881	FHC, INC. DBA TETRA TECH	FHENGINEERING/SENEGENCE SWR	5/2018	51307946	10,600.00
FUND TOTAL:						10,600.00

FUND: 65 - STREET IMP.SALES TAX

SUMMARY REPORT

120323	99-7994	BANCFIRST	SMA CAP IMPR REV BOND 14	5/2018	SERIES2014 5/8/18	52,818.96
FUND TOTAL:						52,818.96

FUND: 81 - G.O. BOND SINKING FUND

SUMMARY REPORT

121376	99-3168	BANK OF OKLAHOMA, N.A.	DEBT SRVC PYMNTS	5/2018	SERIESA2012 6/1/18	622,701.25
121375	99-9620	UMB, CORPORATE TRUST DEPT.	DEBT SRVC PAYMENTS	5/2018	SRS2010 6/1/18	685,318.75
FUND TOTAL:						1,308,020.00
GRAND TOTAL:						2,066,330.35

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	10	501-301	TRAINING & TRAVEL	24.96	
5/2018	10	501-311	PROFESSIONAL SERVICES	2,500.00	
5/2018	10	503-201	OFFICE SUPPLIES	29.99	
5/2018	10	504-301	TRAINING AND TRAVEL	94.83	
5/2018	10	504-313	PRINTING	300.90	
5/2018	10	504-407	BOOKS	545.26	
5/2018	10	506-312	ADVERTISING	199.07	
5/2018	10	508-315	FEES & OTHER CHARGES	25.00	
5/2018	10	508-331	UTILITIES	165.62	
5/2018	10	508-352	MAINTENANCE-VEHICLES	28.35	
5/2018	10	508-353	MAINTENANCE-BUILDINGS	550.00	
5/2018	10	510-311	PROFESSIONAL SERVICES	5,210.32	
5/2018	10	510-315	FEES & OTHER CHARGES	281.08	
5/2018	10	511-201	OFFICE SUPPLIES	69.99	
5/2018	10	511-212	CHEMICALS	1,360.00	
5/2018	10	511-214	OPERATIONAL SUPPLIES	191.52	
5/2018	10	511-221	FUEL AND OIL	4,271.20	
5/2018	10	511-231	MINOR TOOLS & EQUIPMENT	312.93	
5/2018	10	511-241	SAFETY EQUIPMENT	365.00	
5/2018	10	511-301	TRAINING AND TRAVEL	1,210.85	
5/2018	10	511-331	UTILITIES	1,250.91	
5/2018	10	511-332	COMMUNICATIONS	400.10	
5/2018	10	511-351	MAINTENANCE-EQUIPMENT	5,137.10	
5/2018	10	511-352	MAINTENANCE-VEHICLES	328.86	
5/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	71.47	
5/2018	10	512-214	OPERATIONAL SUPPLIES	15.58	
5/2018	10	512-221	FUEL AND OIL	8,657.56	
5/2018	10	512-301	TRAINING AND TRAVEL	1,308.66	
5/2018	10	512-302	DUES AND SUBSCRIPTIONS	150.00	
5/2018	10	512-314	UNIFORM CLEANING	1,715.99	
5/2018	10	512-321	PRISONER CARE	813.26	
5/2018	10	512-331	UTILITIES	424.03	
5/2018	10	512-351	MAINTENANCE-EQUIPMENT	7,270.23	
5/2018	10	512-352	MAINTENANCE-VEHICLES	1,791.64	
5/2018	10	512-353	MAINTENANCE-BUILDINGS	222.00	
5/2018	10	513-211	JANITORIAL SUPPLIES	71.15	
5/2018	10	513-221	FUEL & OIL	382.11	
5/2018	10	513-301	TRAINING & TRAVEL	118.00	
5/2018	10	513-331	UTILITIES	323.99	
5/2018	10	513-332	COMMUNICATIONS	37.43	
5/2018	10	513-353	MAINT - BUILDINGS	81.57	
5/2018	10	515-221	FUEL AND OIL	51.38	
5/2018	10	515-311	PROFESSIONAL SERVICES	2,230.00	
5/2018	10	517-201	OFFICE SUPPLIES	22.49	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	10	517-221	FUEL AND OIL	113.14	
5/2018	10	517-332	COMMUNICATION	40.01	
5/2018	10	518-311	PROFESSIONAL SERVICES	100.00	
5/2018	10	590-141	CONTRACT LABOR	137.50	
5/2018	10	590-201	OFFICE SUPPLIES	29.99	
5/2018	10	590-211	JANITOR SUPPLIES	51.98	
5/2018	10	590-315	FEES & OTHER CHARGES	160.27	
5/2018	10	590-331	UTILITIES	102.39	
5/2018	10	590-332	COMMUNICATIONS	15,201.88	
5/2018	10	590-353	MAINT-BUILDING & FIXTURES	50.00	
5/2018	10	590-505	LEASE PAYMENTS	2,327.00	
5/2018	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	1,006.25	69,932.79
5/2018	20	523-202	POSTAGE	11.34	
5/2018	20	523-221	FUEL AND OIL	672.31	
5/2018	20	523-311	PROFESSIONAL SERVICES	1,165.41	
5/2018	20	523-314	UNIFORM CLEANING	31.71	
5/2018	20	523-315	OTHER FEES & CHARGES	2,626.80	
5/2018	20	523-332	COMMUNICATIONS	110.94	
5/2018	20	524-212	CHEMICALS	6,508.50	
5/2018	20	524-221	FUEL & OIL	156.33	
5/2018	20	524-311	PROFESSIONAL SERVICES	640.00	
5/2018	20	524-314	UNIFORM CLEANING	64.37	
5/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	9,665.42	
5/2018	20	524-331	UTILITIES	6,413.13	
5/2018	20	524-341	RENTAL OF EQUIPMENT	38.08	
5/2018	20	524-354	MAINTENANCE-FACILITIES	124.75	
5/2018	20	525-211	JANITORIAL SUPPLIES	149.40	
5/2018	20	525-221	FUEL & OIL	429.99	
5/2018	20	525-311D	PROF SERVICES-TESTING	405.00	
5/2018	20	525-314	UNIFORM CLEANING	50.10	
5/2018	20	525-331	UTILITIES	563.30	
5/2018	20	525-341	RENTAL OF EQUIPMENT	15.54	
5/2018	20	525-345	DISPOSAL OF SLUDGE	731.07	
5/2018	20	525-351	MAINTENANCE-EQUIPMENT	8,876.47	
5/2018	20	525-352	MAINT-VEHICLES	198.20	
5/2018	20	527-141	CONTRACT LABOR	112,222.06	
5/2018	20	527-315B	FEES & OTH CHG-HAULING	3,672.34	
5/2018	20	527-391	CONTINGENCY - 2% OF REFUSE	2,500.00	
5/2018	20	528-141	CONTRACT LABOR	5,000.00	
5/2018	20	590-141	CONTRACT LABOR	137.50	
5/2018	20	590-201	OFFICE SUPPLIES	29.99	
5/2018	20	590-211	JANITORIAL SUPPLIES	51.98	
5/2018	20	590-331	UTILITIES	102.38	
5/2018	20	590-353	BUILDING MAINTENANCE	50.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	20	590-501F	BOND EXP - SERIES 2012	136,595.84	
5/2018	20	590-502	REVENUE BOND TRUSTEE FEES	625.00	300,635.25
5/2018	29	529-221	FUEL & OIL	1,026.32	
5/2018	29	529-331	UTILITIES	383.42	
5/2018	29	529-332	COMMUNICATIONS	27.00	
5/2018	29	529-351	MAINTENANCE-EQUIPMENT	241.53	
5/2018	29	529-352	MAINTENANCE-VEHICLES	205.53	1,883.80
5/2018	30	530-221	FUEL & OIL	2,349.64	
5/2018	30	530-331	UTILITIES	188.88	
5/2018	30	530-332	COMMUNICATIONS	27.00	
5/2018	30	530-351	MAINTENANCE-EQUIPMENT	79.81	
5/2018	30	530-352	MAINTENANCE-VEHICLES	1,290.77	3,936.10
5/2018	31	531-141	CONTRACT LABOR	950.00	
5/2018	31	531-221	FUEL & OIL	1,263.99	
5/2018	31	531-314	UNIFORM CLEANING	18.60	
5/2018	31	531-331	UTILITIES	247.45	2,480.04
5/2018	32	532-141	CONTRACT LABOR	750.00	
5/2018	32	532-142	PERMIT SALES COMMISSION	506.50	
5/2018	32	532-405A	FISH STOCKINGS	1,266.00	2,522.50
5/2018	33	533-211	JANITORIAL SUPPLIES	220.50	
5/2018	33	533-212	CHEMICALS	2,892.43	
5/2018	33	533-213	CONCESSION SUPPLY	3,940.08	
5/2018	33	533-314	UNIFORM CLEANING	22.59	
5/2018	33	533-331	UTILITIES	293.45	
5/2018	33	533-354	MAINTENANCE-FACILITIES	231.22	7,600.27
5/2018	34	534-141	CONTRACT LABOR	1,295.00	
5/2018	34	534-201	OFFICE SUPPLIES	10.06	
5/2018	34	534-290	GRANT EXPENSE-OTHER	363.19	
5/2018	34	534-301B	TRAINING & TRAVEL-STATE AID	68.40	
5/2018	34	534-302	DUES AND SUBSCRIPTIONS	119.47	
5/2018	34	534-331	UTILITIES	351.18	
5/2018	34	534-353	MAINT/BUILDINGS	25.00	2,232.30
5/2018	35	535-141	CONTRACT LABOR	750.00	
5/2018	35	535-211	JANITORIAL SUPPLIES	28.99	
5/2018	35	535-221	FUEL AND OIL	1,098.83	
5/2018	35	535-311	PROFESSIONAL SERVICES	50.00	
5/2018	35	535-314	UNIFORM CLEANING	17.28	
5/2018	35	535-331	UTILITIES	895.64	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	35	535-332	COMMUNICATIONS	34.37	
5/2018	35	535-351	MAINTENANCE-EQUIPMENT	1,312.10	
5/2018	35	535-352	MAINT-VEHICLES	53.20	4,240.41
5/2018	36	536-212	CHEMICALS	3,105.40	
5/2018	36	536-213	CONCESSION SUPPLIES	690.00	
5/2018	36	536-311	PROF SERVICES	25.00	
5/2018	36	536-331	UTILITIES	21.65	
5/2018	36	536-351	MAINTENANCE-EQUIPMENT	636.89	
5/2018	36	536-354	MAINTENANCE-FACILITIES	99.58	4,578.52
5/2018	40	540-311	PROFESSIONAL SERVICES	1,483.50	
5/2018	40	540-401	EQUIPMENT	13,113.98	14,597.48
5/2018	44	544-251	SIGN SUPPLIES	108.76	
5/2018	44	544-331	UTILITIES	200.28	
5/2018	44	544-354	MAINTENANCE-FACILITIES	2,604.37	2,913.41
5/2018	46	546-211	JANITORIAL SUPPLEIS	78.17	
5/2018	46	546-212	CHEMICALS	65.94	
5/2018	46	546-221	FUEL AND OIL	2,269.48	
5/2018	46	546-241	SAFETY SUPPLIES	116.24	
5/2018	46	546-260	MINOR EQUIPMENT & FURNISHINGS	228.86	
5/2018	46	546-314	UNIFORM CLEANING	24.01	
5/2018	46	546-331	UTILITIES	204.70	
5/2018	46	546-332	COMMUNICATIONS	101.97	
5/2018	46	546-351	MAINTENANCE-EQUIPMENT	266.66	
5/2018	46	546-352	MAINTENANCE-VEHICLES	376.49	
5/2018	46	546-354	MAINTENANCE-FACILITIES	628.29	4,360.81
5/2018	55	555-391	LIFE INS PREM-OTHERS	4,619.87	
5/2018	55	555-392	FEES & OTHER-OTHERS	226,289.37	230,909.24
5/2018	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	14,918.13	14,918.13
5/2018	58	558-141	CONTRACT LABOR	1,250.00	
5/2018	58	558-311	PROFESSIONAL SERVICES	30.00	1,280.00
5/2018	59	559-311E	PROF SVCS-ECON DEV	2,500.00	
5/2018	59	559-390	CONTINGENCY FOR ITEMS NOT BUD	21,294.84	
5/2018	59	559-402	FURNITURE	2,075.50	25,870.34
5/2018	60	592-311A	PROF SVCS - DESGN & BID	10,600.00	10,600.00
5/2018	65	565-501	BOND EXP -SERIES 2004/2014	52,485.62	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	65	565-502	REVENUE BOND TRUSTEE FEES	333.34	52,818.96
5/2018	81	581-501I	G.O. BOND INTEREST	182,220.00	
5/2018	81	581-501P	G.O. BOND PRINCIPAL	1,125,000.00	
5/2018	81	581-502	FISCAL AGENT FEES	800.00	1,308,020.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		2,066,330.35
			REPORT TOTAL:		2,066,330.35



AGENDA ITEM

Community Development 9.A.

City Council Regular

Meeting Date: May 21, 2018

Submitted By: Nikki White, Urban Development Director

Department: Planning & Development

Presented By: Nikki White

SUBJECT:

Discussion and possible action regarding SUP-020, application for a Specific Use Permit, to Mission Street, LLC, to allow a mini-storage use at 1201 West Taft Avenue.

BACKGROUND:

The subject property is located at the Northwest corner of West Taft Avenue and Wickham Road. State Highway 117 (Taft Avenue) is considered a "Corridor", therefore the "City of Sapulpa Corridor Design Criteria" is applicable to the project. The applicant is aware of such criteria and has agreed to build per these standards. There are conceptual site plans attached to this report.

RECOMMENDATION:

On April 24, 2018, the Sapulpa Metropolitan Area Planning Commission voted unanimously to recommend approval to City Council with the following conditions:

1. The City of Sapulpa Corridor Design Criteria shall be followed, unless waived by City Council.
2. The landscape ordinance shall be followed unless specifically waived by City Council.

Attachments

Case Report

Case Maps

Site Photos

Conceptual Site Plans



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
April 24, 2018
STAFF REPORT

FILE: SUP-020 | Specific Use Permit

OWNERS: Mission Street, LLC

ADDRESS: Northwest corner of West Taft Avenue and Wickham Road

PARCEL: 0000-33-018-011-0-042-00

STR: Section 33, Township 18 North, Range 11 East

LEGAL: Beginning at appoint 87.86' West of the SE corner of Section 33, Township 18 North, range 11 East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof; thence North 88°54'13"W 771.5'; thence North 29°04'13"W 435.0'; thence North 02°01'13"W 332.69'; thence South 48°22'28"E 246.62'; thence South 54°36'14"E 237.24'; thence South 55°10'00"E 269.22'; thence around a curve to the left, with a radius of 2872.19' a distance of 457.52'; thence South 01°05'47"E 42.04' to the point of beginning.

LOT SIZE: 6.85 acres more or less

ZONING: CG – Commercial General

EXISTING USE: Vacant/Billboard

APPLICANT: Wiley Smith

CC WARD: Ward #2 Mr. John Anderson and Mr. Charles Stephens

PREPARED BY: Nikki White – Urban Development Director

REQUEST:

The applicant requests the approval of a Specific Use Permit to allow a mini storage use in a CG (Commercial General) zoning district.

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

As provided in O.S. § 11-43-113, the utilization of the SUP process is designed to address uses which are specialized in nature. The Specific Use list are so clarified because of the size of the land they require or the specialized nature of the use, or they may more intensely dominate the area in which they are located, or their effects on the general public are broader in scope than other types of uses permitted in the district.

BACKGROUND: The subject property is located at the Northwest corner of West Taft Avenue and Wickham Road.

Highway 117 (Taft Avenue) is considered a “Corridor”, therefore the “City of Sapulpa Corridor Design Criteria” shall be followed. The following are the approved materials to be used in the design of commercial exteriors:

- Natural materials such as wood, brick, unpolished stone.
- Cement plaster (stucco) or similar material.
- Textured masonry with integral color.
- Formed concrete with integral color and textured finish.
- All sides viewable from a public street shall be covered in a material utilizing those referenced above.
- The material must be from ground to roof.

Roofing material and design must integrate into the overall material and color scheme.

Color: The use of color in buildings should seek an overall harmony and limited palette. Colors should be light and muted earth tones for basic surfaces with strong hues only as accents. Color is encouraged in detail and ornamentation.

Approved Color Schemes:

- Light and muted earth tones, including off-whites such as ivory
- Natural brick, stone and wood tones
- Foreground surfaces and roofs: warm earth tones
- Accents: saturated and bright colors may be used in small area for detail, ornamentation, doors and windows, stairs or other architectural features

Non-Approved Color Schemes:

- Highly reflective colors that cause glare
- Large dark buildings or surfaces
- Large areas of dark glass
- Colors so dark or intense as to neutralize shadow patterns
- Saturated hues and bright colors except for use in small areas

“These criteria will be applicable to all future zoning requests, final development plans, and building permit applications for all non-residential projects.”

SURROUNDING LAND USE AND ZONING:

North: State Highway 117 and City Golf Course
East: CG Walmart shopping Center is to the Southeast
South: CG Dental Office and vacant commercial lots
West: AG Agriculture

(Attached to this Staff Report, is a Zoning Map of the subject property)

Comprehensive Plan: The subject property is designated Office/Commercial on the Future Land Use Map (FLUM).

Flood Zone: The subject property is within a flood zone, see letter from Carl Prescott, City of Sapulpa Flood Plain Manager.

PUBLIC COMMENTS: As of writing this report, staff has not received any correspondence from the public.

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

Staff is recommending **APPROVAL** of the application, with the following conditions:

1. City of Sapulpa Corridor Design Criteria shall be followed unless specifically waived by SMAPC or City Council.
2. The Landscape Ordinance shall be followed unless specifically waived by SMAPC or City Council (attached to this report).

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos
3. Site plan
4. Landscape Ordinance

SUP-020

Mission Street, LLC
Property SW of
State Hwy 117
Sapulpa, Oklahoma

CITY OF SAPULPA
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These map products and all underlying data were developed for use by the City of Sapulpa for its internal purposes only, and were not designed or intended for general use by members of the public. The City makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying lot size of property boundaries, or placement or location of any map features thereon.

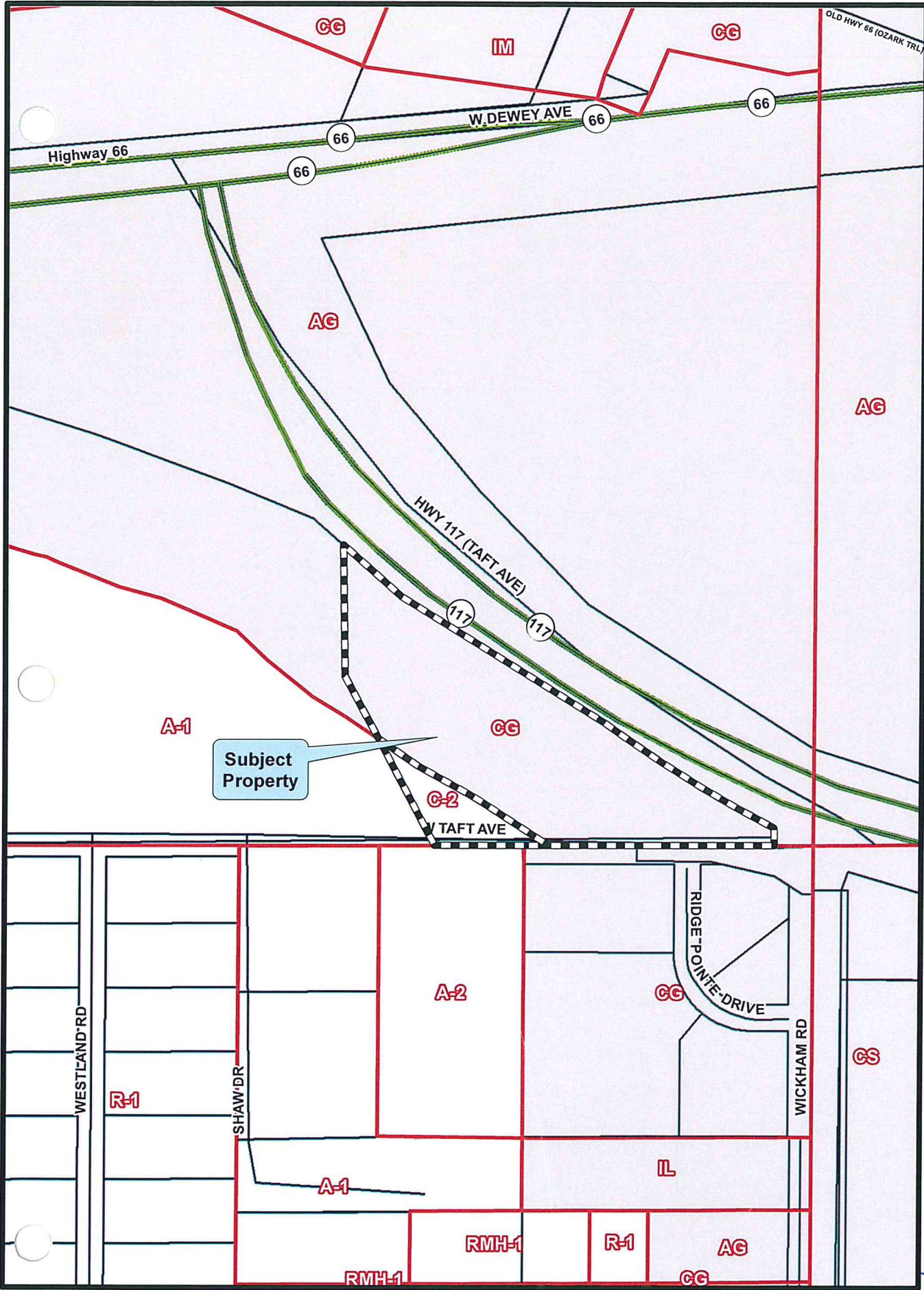
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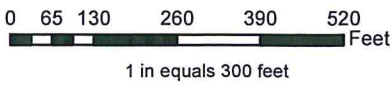
Legend

- Zoning
- Subject Property
- Parcels
- Highways
- Roads & Streets
- Railroads



Property Description

Property located in a portion of the SE/4 in Sec 33, T18N, R11E, approx 6 acres Sapulpa, Creek County, Oklahoma. E-911: Address to be assigned after approval.



Map Prepared by:
City of Sapulpa
Date: 3/22/2018

Source Data:
Creek County Assessors
City of Sapulpa, Incog

TR-6

The City of
Sapulpa
Oklahoma's
Most Connected

SUP-020

Mission Street, LLC
Property SW of
State Hwy 117
Sapulpa, Oklahoma

CITY OF SAPULPA
MAP PRODUCTS

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Legend

- Zoning
- Subject Property
- Parcels
- Highways
- Roads & Streets
- Railroads

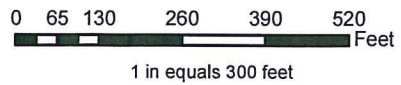


Subject Property



Property Description

Property located in a portion of the SE/4 in Sec 33, T18N, R11E, approx 6 acres Sapulpa, Creek County, Oklahoma. E-911: Address to be assigned after approval.



Map Prepared by:
City of Sapulpa
Date: 3/22/2018

Source Data:
Creek County Assessors
City of Sapulpa, Incog



Copyright nearmap 2015

Overall site



Southwest Shopping Center



Dentist office - South

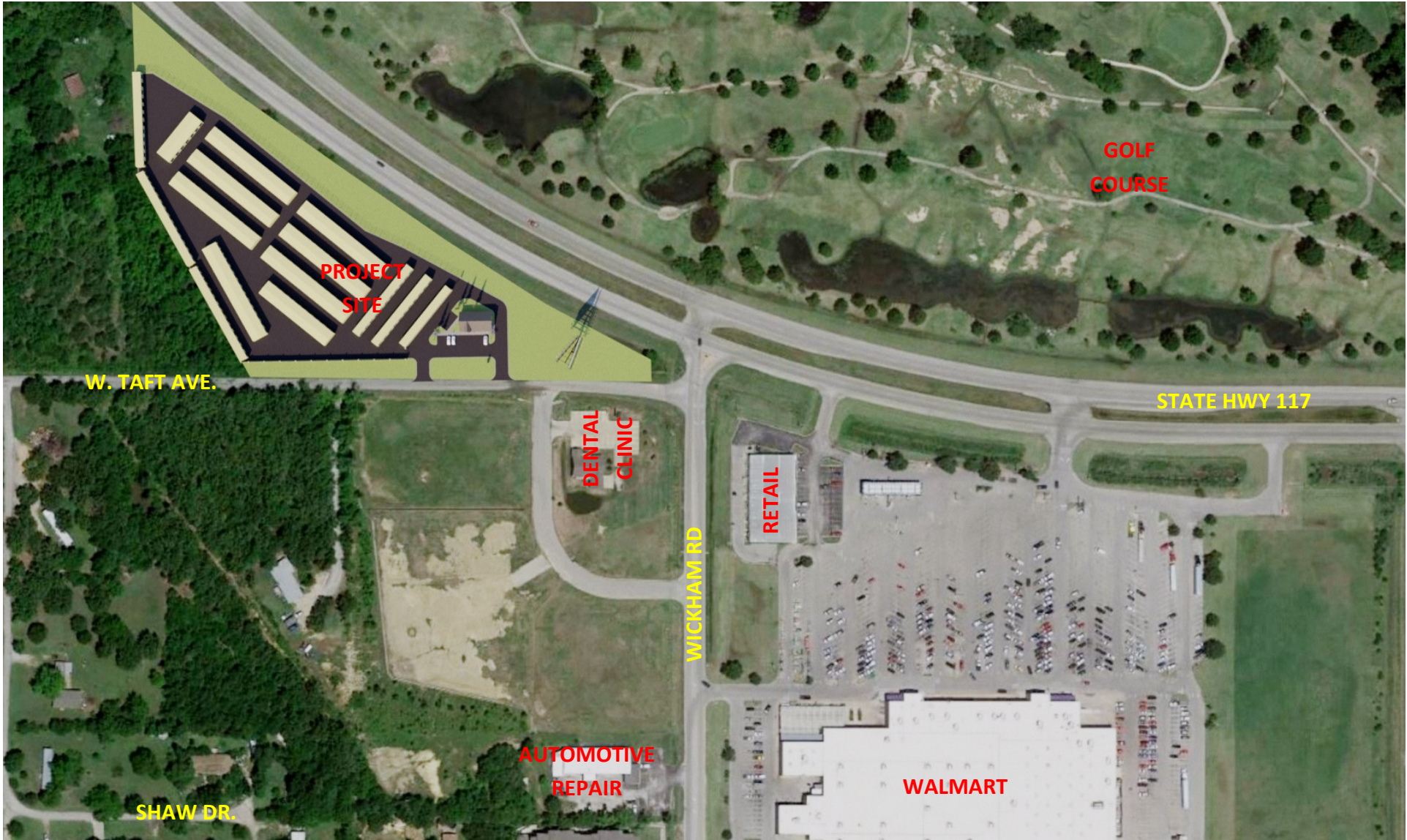


Taft Ave - West



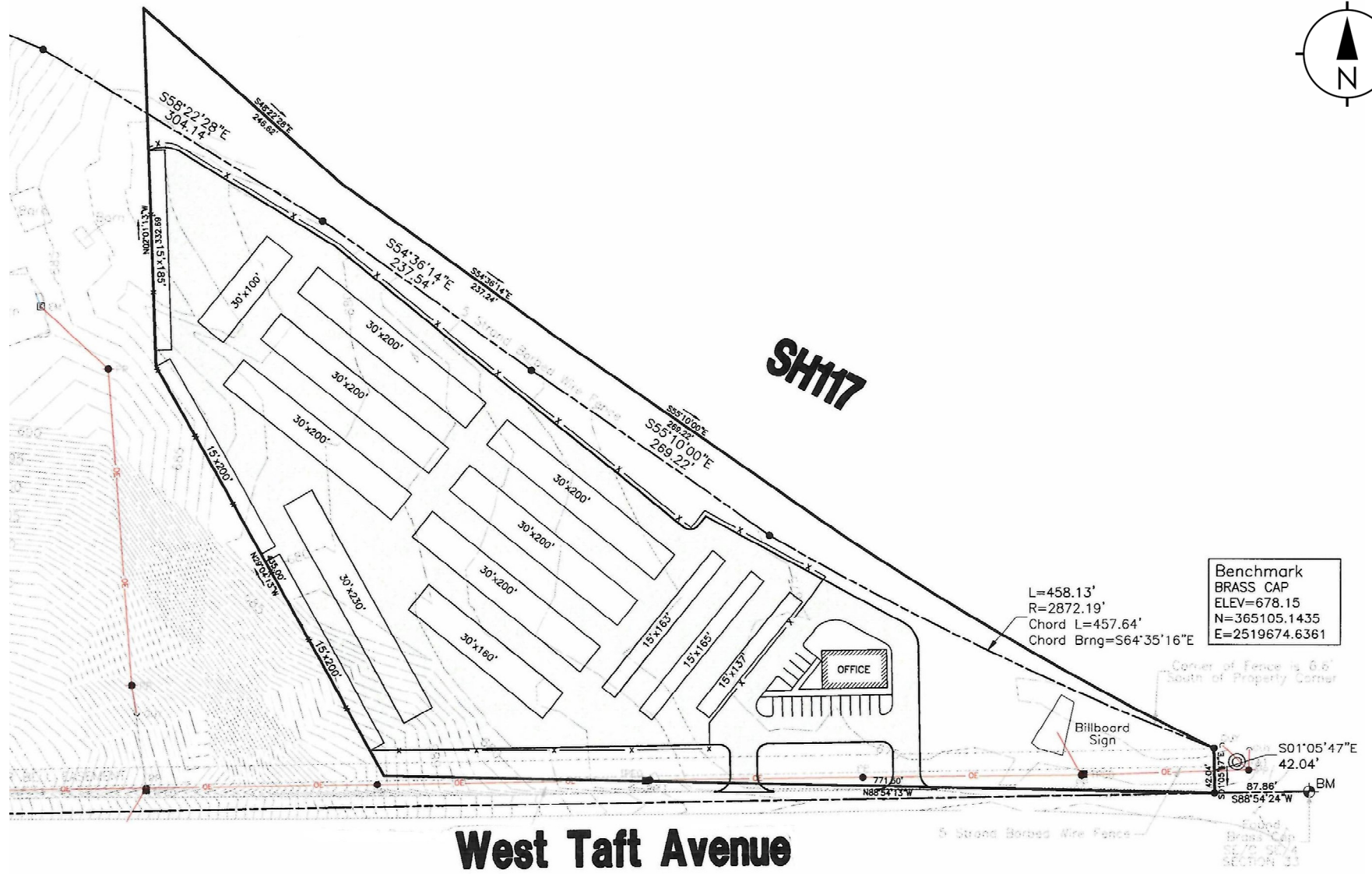
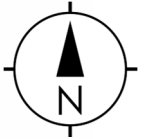
Highway 117 & Golf Course





AERIAL VIEW OF SITE & SURROUNDING AREA

PROPOSED MINI-STORAGE



SITE SURVEY AND BUILDING LAYOUT

PROPOSED MINI-STORAGE

04.04.18

gshelms & associates, llc

PROJECT CHARACTERISTICS

- SPECIFIC USE PERMIT APPLICATION FOR PROPERTY LOCATED AT STATE HWY 117 & WEST TAFT AVENUE
- MINI STORAGE OFFICE BUILDING SHALL BE FULL MASONRY VENEER WITH ASPHALT SHINGLE ROOFING
- 8' MASONRY WALL SHALL BE PROVIDED ALONG STATE HWY 117.
- 8' SECURITY FENCING SHALL BE PROVIDED AROUND REMAINDER OF MINI STORAGE BUILDINGS. NO FENCING SHALL BE PROVIDED AROUND OFFICE BUILDING AREA OF PROPERTY OR AROUND BILLBOARD AREA OF PROPERTY
- MINI STORAGE BUILDINGS ALONG WEST PROPERTY LINES SHALL SERVE AS THE SECURITY FENCING. 8' SECURITY FENCING SHALL BE PROVIDED BETWEEN BUILDINGS.
- STEEL GATES WITH KEYPAD ACCESS SHALL BE PROVIDED AT ENTRANCE / EXIT TO MINI STORAGE FACILITY
- SITE SHALL HAVE TWO ACCESS POINTS FROM W. TAFT AVE.

PROPOSED MINI-STORAGE



AERIAL VIEW OF SITE

PROPOSED MINI-STORAGE



AERIAL VIEW OF SITE FROM SOUTHWEST

PROPOSED MINI-STORAGE

04.04.18

gshelms & associates, llc



VIEW OF SITE FROM SOUTHEAST

PROPOSED MINI-STORAGE

04.04.18

gshelms & associates, llc

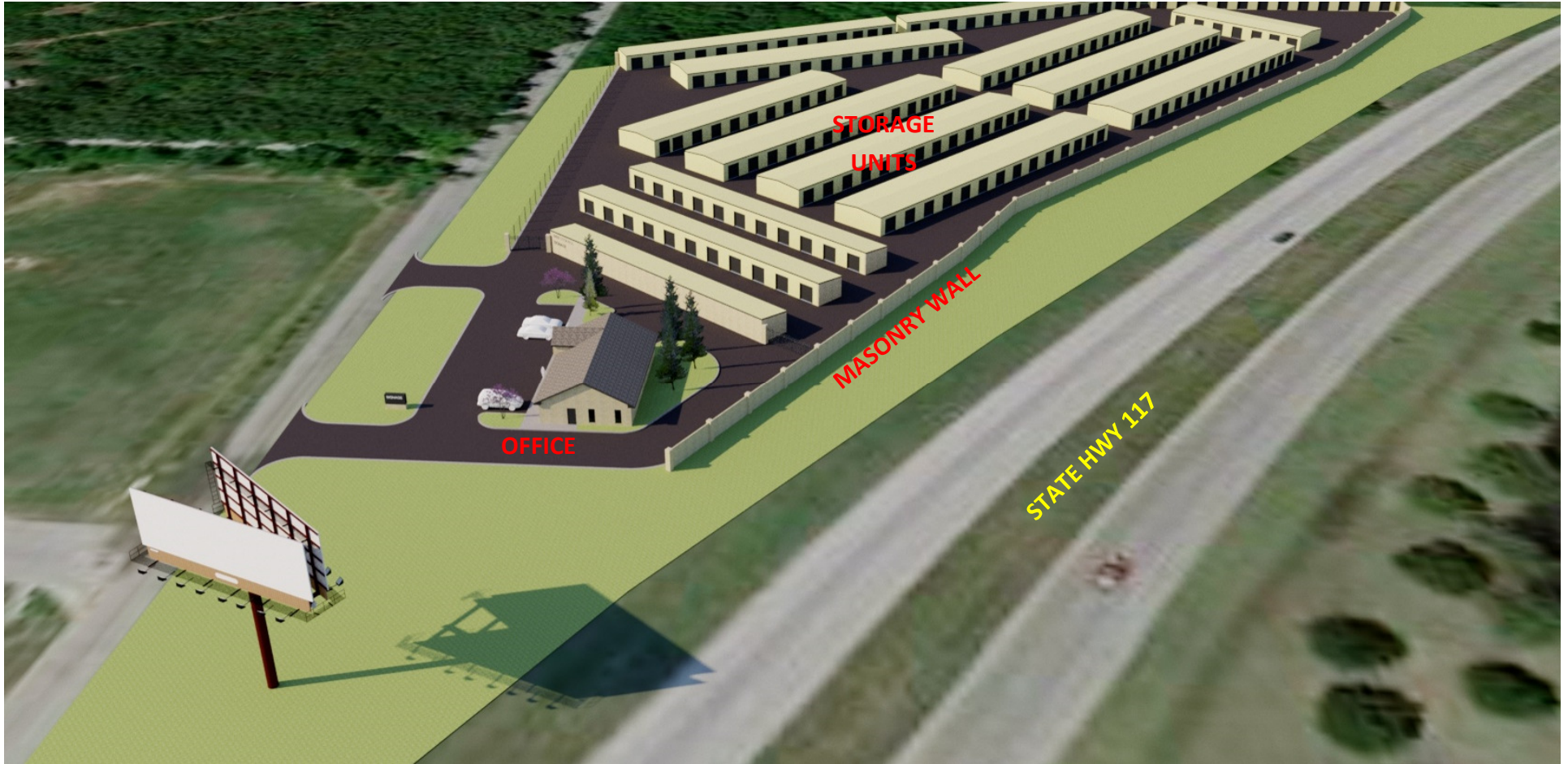


VIEW OF SITE FROM SOUTH

PROPOSED MINI-STORAGE

04.04.18

gshelms & associates, llc

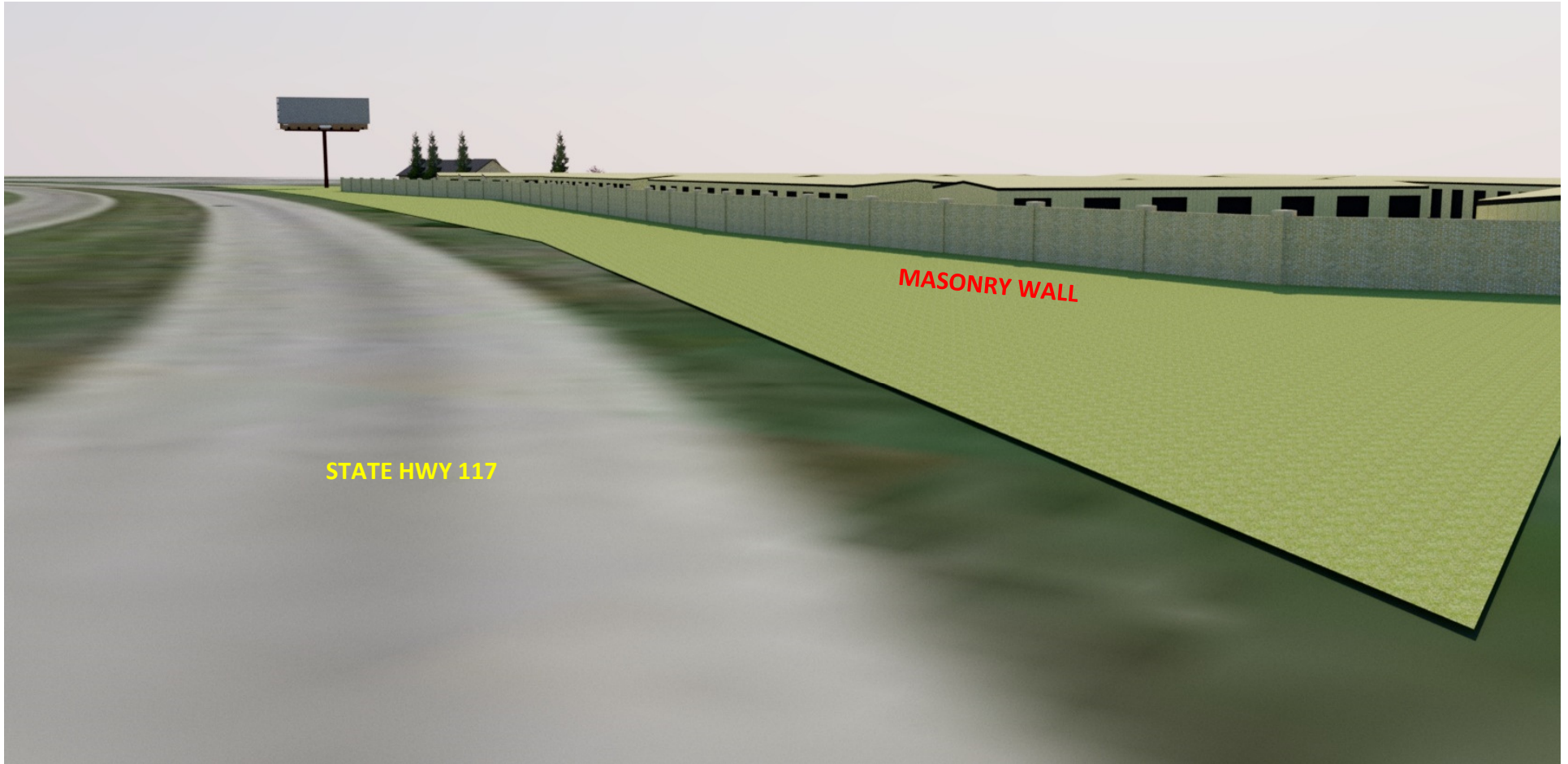


VIEW OF SITE FROM EAST

PROPOSED MINI-STORAGE

04.04.18

gshelms & associates, llc



VIEW OF SITE FROM THE WEST

PROPOSED MINI-STORAGE

04.04.18

gshelms & associates, llc



AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: May 21, 2018

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Discussion and possible action regarding award of bid in the amount of \$83,784.00 to Childs Play Inc., Option #2, as the lowest most responsive bidder for playground equipment, safety surface, and installation of said improvement at Kelly Lane Park.

BACKGROUND:

On April 4th, 2018, The City conducted a bid opening for a playground structure, surfacing, and installation at Kelly Lane Park. At this opening, seven sealed proposals were opened, read out loud, and tabulated. After the conclusion of process and dismissal of all attendees, staff scored the proposals. The lowest proposal was from Play by Design Option #2 for \$70,210 and the second lowest was Option #1 for \$78,391.00. Both of these structures scored low when addressing design guideline and specification. The third lowest proposal was from Child's Play, Inc Option #2 with a proposal cost of \$83,784.00. This proposal adequately addresses the design guidelines and specifications and was determined by staff to be the best most responsive low bid.

RECOMMENDATION:

Staff recommends awarding the bid to Childs' Play, Inc., Option #2.

Fiscal Impact

Amount: \$83,784.00

To be paid from: Park Development Fund

Account number: 38-538-405

Attachments

Bid tally sheets

Play By Design Opt. 1

Play By Design Opt. 2

Child's Play, Inc. Opt. 1

Child's Play, Inc. Opt. 2

Noah's Park & Playgrounds Opt. 1

Noah's Park & Playgrounds Opt. 2

ACS Playground Adventures

Contractor/Vendor	<u>ACS Playground Adventure</u>	Bid Rec'd	<u>109,938</u>	
Contractor/Vendor	<u>Noah's park & Playground</u>	Bid Rec'd	<u>95,390</u>	option #1
Contractor/Vendor	<u>Noah's park & Playground</u>	Bid Rec'd	<u>98,406</u>	option #2
Contractor/Vendor	<u>Play by design INC</u>	Bid Rec'd	<u>78,397</u>	option #1
Contractor/Vendor	<u>Play by design INC</u>	Bid Rec'd	<u>70,210</u>	option #2
Contractor/Vendor	<u>Child's play INC</u>	Bid Rec'd	<u>93,785</u>	option #1
Contractor/Vendor	<u>Child's play INC</u>	Bid Rec'd	<u>83,784</u>	option #2
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	
Contractor/Vendor	_____	Bid Rec'd	_____	

Engineer's Estimate _____

Opened by: Andy Baker
 Title: #-4-2018

166
106

	Play By Design Option 1	Play By Design Option 2	Child's Play Option 1	Child's Play Option 2	Noah's Park & Playground Option 1	Noah's Park & Playground Option 2	ACS Playground Adventures Option 1
Criteria Score	73	65	98	97	85	85	100
Cost of Proposal	78391	70210	93785	83784	95390	98400	109938
Value Score	1073.85	1080.15	956.99	863.75	1122.24	1157.65	1099.38

Play by Design Option 1

Required Criteria	Yes	No
1. ADA, ASTM, IPEMA & CPSC compliance Yes/No	X	
Criteria Rating	Points Possible	Points Awarded
2. Proposal addresses design guidelines and specifications 0-25	0-25	10
3. Quality of design, play value and target demographic 0-20	0-20	10
4. Quality and durability of equipment 0-20	0-20	20
5. Uniqueness of equipment and "Green" materials/construction 0-15	0-15	15
6. Reputation and reliability of manufacturer 0-10	0-10	8
7. Overall quality of Proposal 0-10	0-10	10

Criteria Score 73

Cost of Proposal \$ 78,391.00

Value Score 1073.85

* Does not include a tall slide and only includes one slide

** Design does not offer enough play value

*** New Manufacture to the area

*

**

Play by Design Option 2

<i>Required Criteria</i>		Yes	No
1. ADA, ASTM, IPEMA & CPSC compliance Yes/No		X	
<i>Criteria Rating</i>		Points Possible	Points Awarded
2. Proposal addresses design guidelines and specifications 0-25		0-25	5
3. Quality of design, play value and target demographic 0-20		0-20	7
4. Quality and durability of equipment 0-20		0-20	20
5. Uniqueness of equipment and "Green" materials/construction 0-15		0-15	15
6. Reputation and reliability of manufacturer 0-10		0-10	8
7. Overall quality of Proposal 0-10		0-10	10

Criteria Score 65

Cost of Proposal \$ 70,210.00

Value Score 1080.15

* Does not include a tall slide and only includes one slide

** Design does not offer enough play value

*** New Manufacture to the area

Child's Play Inc. Option 2

Required Criteria		Yes	No
1. ADA, ASTM, IPEMA & CPSC compliance Yes/No		X	
Criteria Rating		Points Possible	Points Awarded
2. Proposal addresses design guidelines and specifications 0-25		0-25	22
3. Quality of design, play value and target demographic 0-20		0-20	20
4. Quality and durability of equipment 0-20		0-20	20
5. Uniqueness of equipment and "Green" materials/construction 0-15		0-15	15
6. Reputation and reliability of manufacturer 0-10		0-10	10
7. Overall quality of Proposal 0-10		0-10	10

Criteria Score 97

Cost of Proposal \$ 83,784.00

Value Score 863.75

* Design does not connect to two towers but connects to other play elements.

Child's Play Inc. Option 1

Required Criteria	Yes	No
1. ADA, ASTM, IPENMA & CPSC compliance Yes/No	X	
Criteria Rating		
2. Proposal addresses design guidelines and specifications 0-25	Points Possible 0-25	Points Awarded 23
3. Quality of design, play value and target demographic 0-20	0-20	20
4. Quality and durability of equipment 0-20	0-20	20
5. Uniqueness of equipment and "Green" materials/construction 0-15	0-15	15
6. Reputation and reliability of manufacturer 0-10	0-10	10
7. Overall quality of Proposal 0-10	0-10	10

Criteria Score 98
 Cost of Proposal \$ 93,785.00
 Value Score 956.99

* does not include two towers but towers are connected to other play structures

Noah's Park and Playground Option 1

Required Criteria		Yes	No
1. ADA, ASTM, IPEMA & CPSC compliance Yes/No		X	
Criteria Rating		Points Possible	Points Awarded
2. Proposal addresses design guidelines and specifications 0-25		0-25	25
3. Quality of design, play value and target demographic 0-20		0-20	20
4. Quality and durability of equipment 0-20		0-20	15
5. Uniqueness of equipment and "Green" materials/construction 0-15		0-15	10
6. Reputation and reliability of manufacturer 0-10		0-10	5
7. Overall quality of Proposal 0-10		0-10	10

Criteria Score 85
 Cost of Proposal \$ 95,390.00
 Value Score 1122.24

* Not Familiar with Manufacturer and question durability of product and future parts availability.

Noah's Park and Playground Option 2

Required Criteria	Yes	No
1. ADA, ASTM, IPEMA & CPSC compliance Yes/No	X	
Criteria Rating		
2. Proposal addresses design guidelines and specifications 0-25	0-25	25
3. Quality of design, play value and target demographic 0-20	0-20	20
4. Quality and durability of equipment 0-20	0-20	15
5. Uniqueness of equipment and "Green" materials/construction 0-15	0-15	10
6. Reputation and reliability of manufacturer 0-10	0-10	5
7. Overall quality of Proposal 0-10	0-10	10

Criteria Score 85
 Cost of Proposal \$ 98,400.00
 Value Score 1157.65

* Not Familiar with Manufacturer and question durability of product and future parts availability.

ACS Playground Adventures

Required Criteria	Yes	No
1. ADA, ASTM, IPEMA & CPSC compliance Yes/No	X	
Criteria Rating	Points Possible	Points Awarded
2. Proposal addresses design guidelines and specifications 0-25	0-25	25
3. Quality of design, play value and target demographic 0-20	0-20	20
4. Quality and durability of equipment 0-20	0-20	20
5. Uniqueness of equipment and "Green" materials/construction 0-15	0-15	15
6. Reputation and reliability of manufacturer 0-10	0-10	10
7. Overall quality of Proposal 0-10	0-10	10

Criteria Score 100
 Cost of Proposal \$ 109,938.00
 Value Score 1099.38

QUOTE- Berliner OPTION 1



playbydesign

PLAY BY DESIGN, INC

2929 East 56th Place

Tulsa, OK 74105

918-298-4898 fax

918-231-1001

VENDOR: PLAY BY DESIGN INC

Kara Shilling

918-231-1001

QUOTE NO: Kelly Lane

DATE: 3/28/2018


CUSTOMER ID: Kelly Lane

SHIP TO: Sapulpa, OK 74066

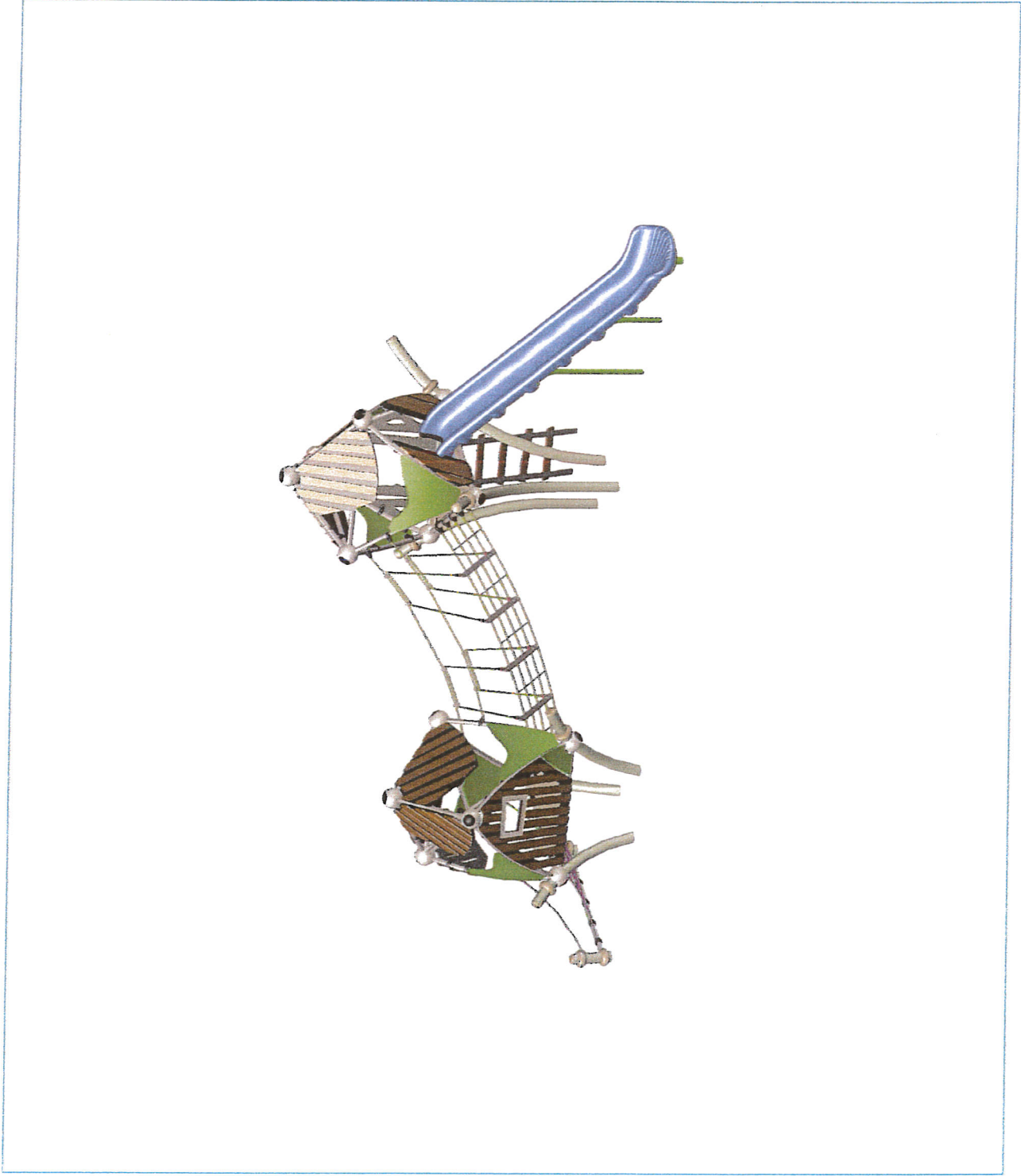
SHIPPING METHOD		NET TERMS	DELIVERY DATE	
Best Available		DUE UPON RECEIPT		
QTY		DESCRIPTION	Unit Price	Line TOTAL
1.00	Option 1	Trii.1/Trii 2 Combi as per drawing USP 04232	\$ 60,937.00	\$ 60,937.00
	4232	Including 6' open plastic slide, access net, ladder, suspension bridge and 2x HPL platforms		
		Freight	\$ 3,660.00	\$ 3,660.00
	Material	Engineered Wood Fiber Mulch	\$ 1,600.00	\$ 1,600.00
		Installation includes equipment, erection, playground mulch	\$ 12,200.00	\$ 12,200.00
		Sales Tax		NOT INCLUDED
		Freight - FOB Jobsite		Included

PRICES ARE GOOD FOR 30 DAYS
SALES TAX IS NOT INCLUDED
NO BOND INCLUDED (ADD 1.5% IF REQUIRED)

SALES TAX	add if needed
TOTAL	\$ 78,397.00


 Kelly Lane Park
 Sapulpa, OK
 USP: 04232
 NP
 TBD
 ASTM (R) TBD
 TBD
 ASTM (R) TBD
 03.19.2018
 M. Ethridge
 ANSIA
 8.5" x 11"

Please note: Current design is for conceptual purposes only and is subject to change



QUOTE- Berliner OPTION 2



PLAY BY DESIGN, INC

2929 East 56th Place

Tulsa, OK 74105

918-298-4898 fax

918-231-1001

VENDOR: PLAY BY DESIGN INC

Kara Shilling

918-231-1001

QUOTE NO: Kelly Lane

DATE: 3/28/2018

CUSTOMER ID: Kelly Lane

SHIP TO: Sapulpa, OK 74066

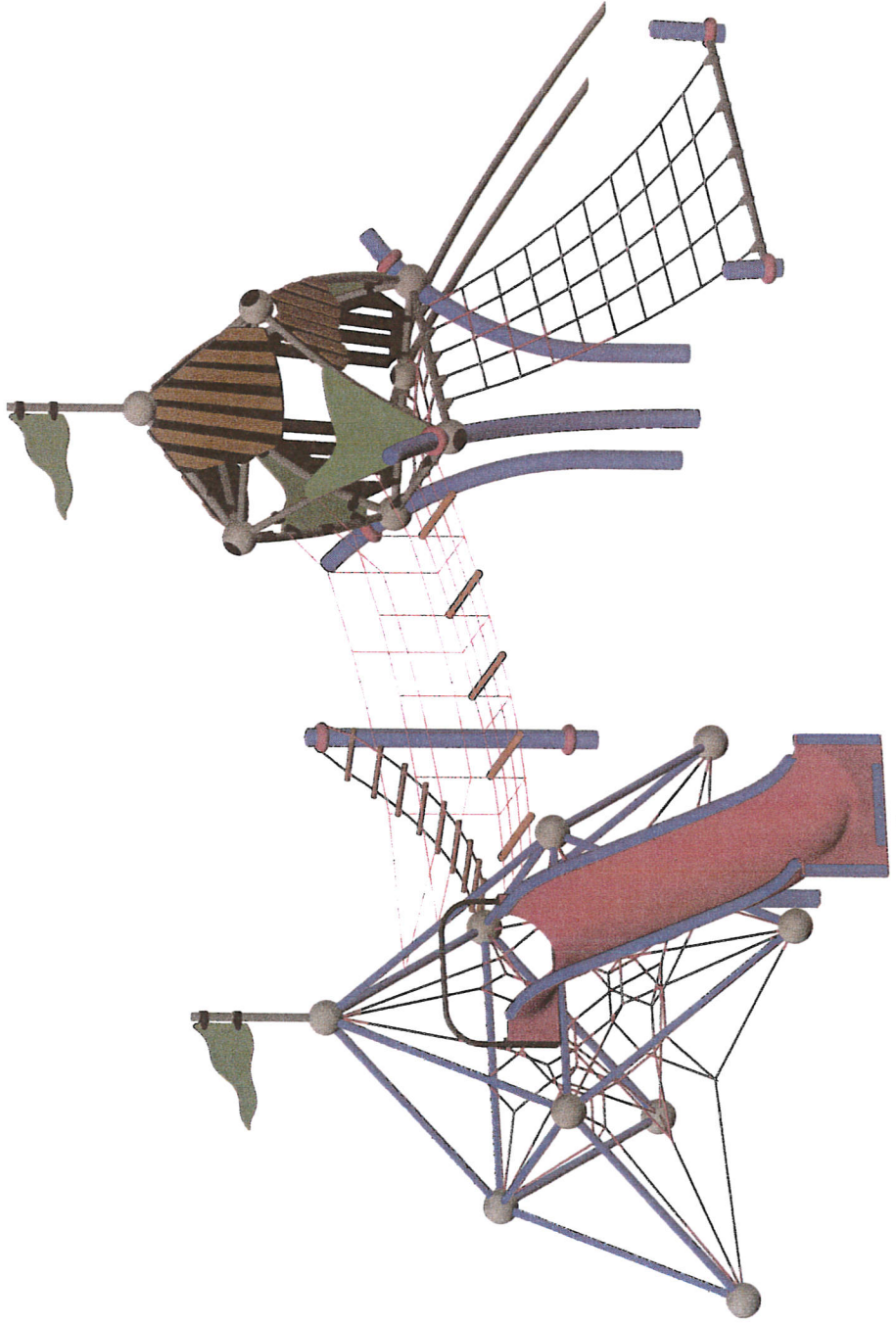
SHIPPING METHOD		NET TERMS	DELIVERY DATE	
Best Available		DUE UPON RECEIPT		
QTY		DESCRIPTION	Unit Price	Line TOTAL
1.00	Option 2	Mars/Trii 2 Combi as per drawing USP 02181	\$ 53,310.00	\$ 53,310.00
		Including 5' open plastic slide, HOH ladder,		
		banister, access net, suspension bridge and 2x flags		
		Freight	\$ 3,100.00	\$ 3,100.00
		Engineered Wood Fiber Mulch	\$ 1,600.00	\$ 1,600.00
		Installation includes equipment, erection, playground mulch	\$ 12,200.00	\$ 12,200.00
		Sales Tax		NOT INCLUDED
		Freight - FOB Jobsite		Included

PRICES ARE GOOD FOR 30 DAYS

SALES TAX IS NOT INCLUDED

NO BOND INCLUDED (ADD 1.5% IF REQUIRED)

SALES TAX	add if needed
TOTAL	\$ 70,210.00



oposal: 36-107875-1

*****PROPOSAL EXCEPTION*****

BURKE IS CREATING A CUSTOM 144" SPIRAL SLIDE SPECIFICALLY FOR THIS PROJECT, IN THE EVENT THE PROJECT IS AWARDED TO CHILD'S PLAY, INC. SINCE THIS SLIDE IS CUSTOM, AND DOES NOT EXIST IN THEIR DESIGN SOFTWARE, IT IS REPRESENTED IN THIS DESIGN BY A 112" SPIRAL SLIDE, WHICH IS THE LARGEST SPIRAL SLIDE CURRENTLY IN THEIR SYSTEM. THIS PRICING INCLUDES THE COST ESTIMATE FOR THE 144" CUSTOM

Green Statement:

BCI Burke is a certified EPA Green Power Partner. Burke is able to purchase 100% of their electricity usage from wind and other renewable energy sources. For more information, please visit epa.gov/greenpower.

Project Pricing:

Our estimate for this proposal is: **\$93,785.00**

Pricing Breakdown:

Equipment	\$64,715.00
Safety Surfacing	\$ 5,010.00
Installation	\$24,060.00

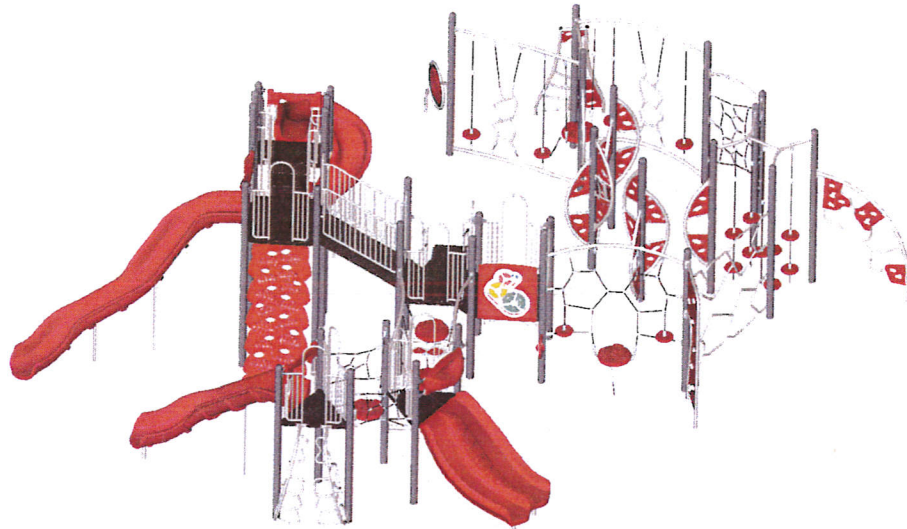
Local Contact:

Kris Boyne
Child's Play, Inc.
(918) 639-5676
kris@childsplayinc.net

City of Sapulpa Parks and Recreation Kelly Lane Park

Proposal # 36-107875-1
March 27, 2018

Presented by
Child's Play, Inc.



Burke®

Proposal: 36-107858-1

*****PROPOSAL EXCEPTION*****

BURKE IS CREATING A CUSTOM 144" SPIRAL SLIDE SPECIFICALLY FOR THIS PROJECT, IN THE EVENT THE PROJECT IS AWARDED TO CHILD'S PLAY, INC. SINCE THIS SLIDE IS CUSTOM, AND DOES NOT EXIST IN THEIR DESIGN SOFTWARE, IT IS REPRESENTED IN THIS DESIGN BY A 112" SPIRAL SLIDE, WHICH IS THE LARGEST SPIRAL SLIDE CURRENTLY IN THEIR SYSTEM. THIS PRICING INCLUDES THE COST ESTIMATE FOR THE 144" CUSTOM

Green Statement:

BCI Burke is a certified EPA Green Power Partner. Burke is able to purchase 100% of their electricity usage from wind and other renewable energy sources. For more information, please visit epa.gov/greenpower.

Project Pricing:

Our estimate for this proposal is: **\$83,784.00**

Pricing Breakdown:

Equipment	\$57,184.00
Safety Surfacing	\$ 5,010.00
Installation	\$21,390.00

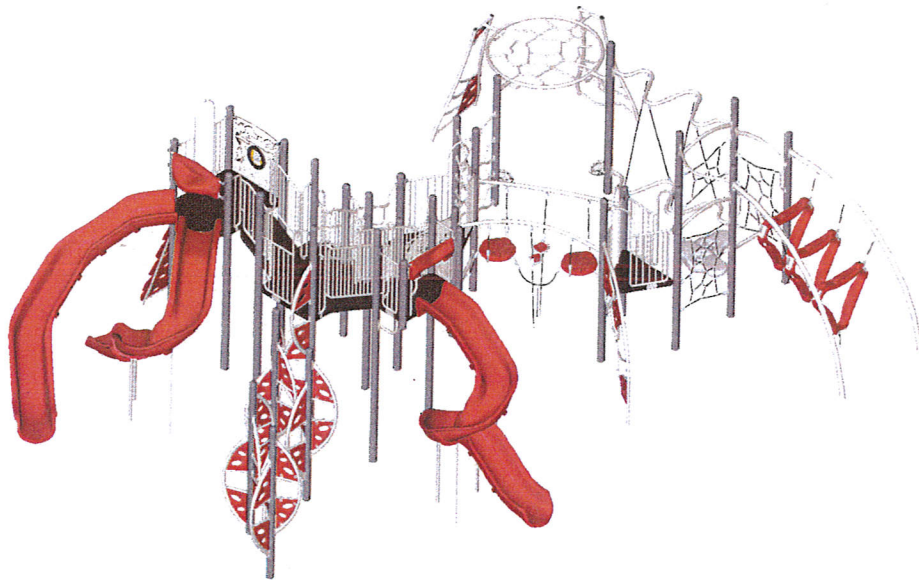
Local Contact:

Kris Boyne
Child's Play, Inc.
(918) 639-5676
kris@childsplayinc.net

City of Sapulpa Parks and Recreation Kelly Lane Park

Proposal # 36-107858-1
March 26, 2018

Presented by
Child's Play, Inc.



Burke®



Noah's Park & Playgrounds, LLC
 PO Box 7987
 Edmond, OK 73083
noahsplay.com
 (877) 248-5444

Quote

Date	Valid Thru	Quote #
03/27/18	04/26/18	180791
Noah's Park Sales Representative		
Liz Hughes		
liz@noahsplay.com		
Ph: (405) 659-3670		Fx: (405) 607-0624

Billing Address:	Ship To:	Physical Address for Installation:
City of Sapulpa PO Box 1130 Sapulpa, OK 74067 c/o: Shirley Buziro Ph: (918) 227-5151	Noah's Park & Playgrounds 14710 Metro Plaza Blvd., Ste A Edmond, Ok 73013 Hold For: City of Sapulpa (405) 607-0714	Kelly Lane Park 1151 S. Park Street Sapulpa, OK 74066 Jody Baker Ph: (918) 227-5151

Primary Contact: Jody Baker	Phone: (918) 227-5151	E-mail: jbaker@cityofsapulpa.net
Alternate Contact: Shirley Buziro	Phone: (918) 224-3040	E-mail: sbuzio@cityofsapulpa.net

Qty	SKU/ITEM #	Description of Product &/or Services Provided	Unit Price	Freight Cost	Extended Amount
1	180326-15-15(114)	5-12 Multi-Tower Playground, In-Ground Mount	\$77,117.00	\$2,250.00	\$79,367.00
2,486	WM	4 oz Geotextile Fabric used for Weed/Grass Control	\$0.25		\$621.50
98	EWf	Engineered Wood Fiber Safety Surfacing, 12" Depth, freight included	\$30.00		\$2,940.00
5	2BY2MAT-REC	54" x 32" x 2" Beveled Slide Mat	\$90.00	\$250.00	\$700.00
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
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-	-	-	-	-	-
-	-	-	-	-	-



Est. Lead Time of Equipment from Receipt of Signed Proposal &/or Required Deposit Received & Final Color Selections have been made: **8 to 9 Weeks**

Type of Service: Full Installation	Est. Days Needed to Complete Installation: 5 to 7	Subtotal of Product(s): \$81,128.50
<small>FULL INSTALLATION FEE INCLUDES: The installation of items listed in proposal only. All materials needed for footers and/or concrete pads for listed items. Installation will be in accordance with CPSC and ASTM standards. There is a (1) year LABOR ONLY warranty against defects caused from improper installation. If work stoppage occurs due to unforeseen ROCK &/or CONCRETE located within install site or if NPP is delayed from work for any reason beyond their actions, additional charges MAY be invoiced to the customer for additional time and expenses. In the event that NPP is asked, required &/or expected to complete any work outside of the written scope of this quote, the install site, is not ready for NPP to begin work &/or a remobilization is required, a mandatory change order will be required to cover the additional work and expenses involved. Customer is responsible for having all PUBLIC & PRIVATE utilities clearly marked no more than 3 days prior to NPP arrival for installation. NPP will not be held liable for any expenses or repairs of unmarked lines including irrigation.</small>		Sales Tax:
		Tax Rate: N/A
		Total Freight: \$2,500.00
		Full Installation: \$11,761.50
		Total: \$95,390.00
Noah's Park & Playgrounds must receive an Authorized Signed PO prior to processing order:		

This proposal is valid for 30 Days from quote date, after 30 Days please call to confirm all pricing.

Order is not valid without an approved signature, customer agrees to all items, prices, and terms listed above. REVIEW ALL DETAILS OF THIS QUOTE. NOAH'S PARK & PLAYGROUNDS IS NOT RESPONSIBLE FOR UNREPORTED ERRORS.

Order Approved by: _____ (signature) Approval Date: _____



Noah's Park & Playgrounds, LLC
 PO Box 7987
 Edmond, OK 73083
noahsplay.com
 (877) 248-5444

Quote

Date	Valid Thru	Quote #
03/27/18	04/26/18	180719
Noah's Park Sales Representative		
Liz Hughes		
liz@noahsplay.com		
Ph: (405) 659-3670		Fx: (405) 607-0624

Billing Address: City of Sapulpa PO Box 1130 Sapulpa, OK 74067 c/o: Shirley Buziro Ph: (918) 227-5151	Ship To: Noah's Park & Playgrounds 14710 Metro Plaza Blvd., Ste A Edmond, Ok 73013 Hold For: City of Sapulpa (405) 607-0714	Physical Address for Installation: Kelly Lane Park 1151 S. Park Street Sapulpa, OK 74066 Jody Baker Ph: (918) 227-5151
---	---	--

Primary Contact: Jody Baker	Phone: (918) 227-5151	E-mail: jbaker@cityofsapulpa.net
Alternate Contact: Shirley Buziro	Phone: (918) 224-3040	E-mail: sbuzio@cityofsapulpa.net

Qty	SKU/ITEM #	Description of Product &/or Services Provided	Unit Price	Freight Cost	Extended Amount
1	180326-9-12(114)	5-12 Twin-Tower Playground, In-Ground Mount	\$80,275.00	\$2,250.00	\$82,525.00
2,486	WM	4 oz Geotextile Fabric used for Weed/Grass Control	\$0.25		\$621.50
98	EFW	Engineered Wood Fiber Safety Surfacing, 12" Depth, freight included	\$30.00		\$2,940.00
4	2BY2MAT-REC	54" x 32" x 2" Beveled Slide Mat	\$90.00	\$250.00	\$610.00



Est. Lead Time of Equipment from Receipt of Signed Proposal &/or Required Deposit Received & Final Color Selections have been made: **8 to 9 Weeks**

Type of Service: Full Installation	Est. Days Needed to Complete Installation: 5 to 7	Subtotal of Product(s): \$84,196.50
<small>FULL INSTALLATION FEE INCLUDES: The installation of items listed in proposal only. All materials needed for footers and/or concrete pads for listed items. Installation will be in completed in accordance with CPSC and ASTM standards. There is a (1) year LABOR ONLY warranty against defects caused from improper installation. If work stoppage occurs due to unforeseen ROCK &/or CONCRETE located within install site or if NPP is delayed from work for any reason beyond their actions, additional charges MAY be invoiced to the customer for additional time and expenses. In the event that NPP is asked, required &/or expected to complete any work outside of the written scope of this quote, the install site, is not ready for NPP to begin work &/or a remobilization is required, a mandatory change order will be required to cover the additional work and expenses involved. Customer is responsible for having all PUBLIC & PRIVATE utilities clearly marked no more than 3 days prior to NPP arrival for installation. NPP will not be held liable for any expenses or repairs of unmarked lines including irrigation.</small>		Sales Tax:
		Tax Rate: N/A
		Total Freight: \$2,500.00
		Full Installation: \$11,703.50

Noah's Park & Playgrounds must receive an Authorized Signed PO prior to processing order:	Total: \$98,400.00
---	---------------------------

This proposal is valid for 30 Days from quote date, after 30 Days please call to confirm all pricing.

Order is not valid without an approved signature, customer agrees to all items, prices, and terms listed above. REVIEW ALL DETAILS OF THIS QUOTE. NOAH'S PARK & PLAYGROUNDS IS NOT RESPONSIBLE FOR UNREPORTED ERRORS

Order Approved by: _____ (signature) Approval Date: _____



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
ACS Playground Adventures
8501 Mantle Ave.
Oklahoma City, OK 73132
PH: 405-721-3506
Fax: 405-721-3514

Quote

March 22, 2018
DATE

CONTACT: Jody Baker
ORGANIZATION Sapulpa Parks Department
EMAIL: _____
PHONE: (918) 227-5151
FAX: _____

SHIP TO: 11151 S. Park St.
Sapulpa Ok 74066

BILL TO: 515 E Dewey Ave
Sapulpa Ok 74066

Destination _____
F.O.B. _____
FREIGHT Prepaid Collect

Performance Billing - Net 30
TERMS (Subject To Credit Approval By ACS)
4 weeks
SHIPPING TIME
Equipment Pricing Good for 60 days
All Other Pricing Good for 60 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
Project Name: Kelly Lane Park						
1	1125594	Custom Alpha Link Towers by LSI		89,900.00	-	\$ 89,900.00
90	Wood Fiber	Cu. Yds Eng Wood Fiber by Zeager		22.00	-	\$ 1,980.00
2400	Weed Fabric	Commercial Weed Fabric		0.27	-	\$ 648.00
		Schedule:				\$ -
		Lead Time for Materials 4-5 Weeks				\$ -
		Complete Turn Key Install 1-2 Weeks				\$ -
						\$ -
						\$ -
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SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE
ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.
**ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER
MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER
OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS
MAY BE CHARGED BACK TO THE CUSTOMER.**
ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

ACCEPTED BY CUSTOMER _____ DATE _____
PRINT NAME _____
Bryan Montgomery _____ 3/22/2018
PROPOSED BY ACS REPRESENTATIVE _____ DATE _____
PRINT NAME Bryan Montgomery

Total Weight	
SUBTOTAL MATERIAL	\$ 92,528.00
LSI Discount 10%	\$ 8,990.00
INSTALLATION	\$ 23,200.00
FREIGHT	\$ 3,200.00
Taxable SALES TAX	
TOTAL	\$ 109,938.00

Kelly Lane Park

Sapulpa Ok 74066 March 22, 2018 1125594-01-01-04



FOR A BETTER TOMORROW
WE PLAY TODAY

shapedbyplay.com



Proudly presented by:

Bryan Montgomery





AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: May 21, 2018

Submitted By: Latrisha Carr, Purchasing/Contract Management

Department: Purchasing/Contract Management

Presented By: LaTrisha Carr

SUBJECT:

Discussion and possible action regarding Agreement(s) with successful bidders: Apac-Central, Inc., Maxwell Supply, Fortiline Waterworks, Dunham Asphalt Services, Mohawk Material, Fensco, and Dolese Bros, for the purchase of materials and supplies for the Major Thoroughfare Materials and Supplies.

BACKGROUND:

Bids for Major Thoroughfare Materials and Supplies were awarded on May 7, 2018. The following agreements based on bid awards with various vendors are for a period of 1 year beginning May 7, 2018 and ending May 31, 2018.

RECOMMENDATION:

Staff recommends the Mayor and City Councilors approve the Agreement(s).

Attachments

APAC-Central

Maxwell Supply

Frontline Waterworks

Dunham Asphalt Services

Mowhawk Material

Fensco

Dolese Bros

CITY OF SAPULPA

AGREEMENT

MAJOR THOROUGHFARE MATERIALS AND SUPPLIES

Aggregate Base Type A, 1½” Class A Rock, 2” Class A Rock, Washed Limestone Chips, 12” Rip Rap, 18” Rip Rap, 24” Rip Rap, 6” Surge Rock, 1½” Crusher Run, 3” Crusher Run, Screenings, Asphalt Type A, Asphalt Type B, C, D, Superpave S-3, S-4, S-5

THIS AGREEMENT, made this 21st day of May 2018, between the City of Sapulpa, hereinafter called OWNER and *APAC-Central, Inc*, doing business as Corporation, (Individual, partnership, or corporation) hereinafter called the VENDOR.

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned:

1. The Vendor will furnish the materials/supplies described in the BID and specifications for the prices quoted therein and, as awarded by the City Council, shown in the specifications.
2. The Vendor agrees to furnish all of the supplies described, as awarded by the City Council, in the Specifications and comply with terms therein for the prices quoted in the **BID** submittal.
3. The supplies shall be furnished within five (5) working days from and after the date of an oral or faxed order from the Owner.
4. Should the Vendor be delayed in the furnishing of the supplies, by whatever reason, the Vendor shall give the Owner notice of the cause of the delay in each case within twenty-four (24) hours from receipt of the order.
5. Failure to furnish the supplies within the specified time, as set forth in this Contract, may be grounds for cancellation of the order and/or disqualification from future contracts with the City of Sapulpa.
6. Should the materials/supplies be determined by the City of Sapulpa to be substandard and/or the materials/supplies fail to operate in the manner for which they were intended, then the City of Sapulpa has the right to return the said materials/supplies for full reimbursement and purchase them from next lowest qualified responding bidder.
7. Should the pricing mechanism fluctuate industry wide from unforeseen circumstances, the vendor, with a 30-day notice to the City may adjust their pricing to reflect that fluctuation, with documentation to support the increase. He same circumstances adheres to any price decreases, which will in turn be passed on to the City.

8. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.
9. All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The City assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.
10. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract. All modifications to the contract must be made in writing by the Purchasing Director.
11. Purchases by the City are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.
12. The vendor shall be paid upon submission of proper certified invoices to the accounts payable department at the prices stipulated on the contract. Invoices shall contain the purchase order number; failure to follow these instructions may result in delay of processing invoices for payment.
13. ***This contract is for a one (1) year period from date of award.***

OWNER:

CITY OF SAPULPA

By _____

Name Reg Green

Title MAYOR

APPROVED AS TO FORM:

By _____
David Widdoes, City Attorney

(SEAL)
ATTEST:

(Signature)

Shirley Burzio, City Clerk

VENDOR:

(SEAL)

By _____

ATTEST: _____

Title _____
(Please print or type)

Name _____
(Please Type)

My Commission Expires:

CITY OF SAPULPA

AGREEMENT

MAJOR THOROUGHFARE MATERIALS AND SUPPLIES

Silt Fence, Geotextile Reinforcement, Geogrid Reinforcement

THIS AGREEMENT, made this 21st day of May 2018, between the City of Sapulpa, hereinafter called OWNER and *Maxwell Supply*, doing business as Corporation, (Individual, partnership, or corporation) hereinafter called the VENDOR.

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned:

1. The Vendor will furnish the materials/supplies described in the BID and specifications for the prices quoted therein and, as awarded by the City Council, shown in the specifications.
2. The Vendor agrees to furnish all of the supplies described, as awarded by the City Council, in the Specifications and comply with terms therein for the prices quoted in the **BID** submittal.
3. The supplies shall be furnished within five (5) working days from and after the date of an oral or faxed order from the Owner.
4. Should the Vendor be delayed in the furnishing of the supplies, by whatever reason, the Vendor shall give the Owner notice of the cause of the delay in each case within twenty-four (24) hours from receipt of the order.
5. Failure to furnish the supplies within the specified time, as set forth in this Contract, may be grounds for cancellation of the order and/or disqualification from future contracts with the City of Sapulpa.
6. Should the materials/supplies be determined by the City of Sapulpa to be substandard and/or the materials/supplies fail to operate in the manner for which they were intended, then the City of Sapulpa has the right to return the said materials/supplies for full reimbursement and purchase them from next lowest qualified responding bidder.
7. Should the pricing mechanism fluctuate industry wide from unforeseen circumstances, the vendor, with a 30-day notice to the City may adjust their pricing to reflect that fluctuation, with documentation to support the increase. He same circumstances adheres to any price decreases, which will in turn be passed on to the City.
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10. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract. All modifications to the contract must be made in writing by the Purchasing Director.
11. Purchases by the City are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.
12. The vendor shall be paid upon submission of proper certified invoices to the accounts payable department at the prices stipulated on the contract. Invoices shall contain the purchase order number; failure to follow these instructions may result in delay of processing invoices for payment.
13. ***This contract is for a one (1) year period from date of award.***

OWNER:

CITY OF SAPULPA

By _____

Name Reg Green

Title MAYOR

APPROVED AS TO FORM:

By _____
David Widdoes, City Attorney

(SEAL)
ATTEST:

(Signature)

Shirley Burzio, City Clerk

VENDOR:

(SEAL)

By _____

ATTEST: _____

Title _____
(Please print or type)

Name _____
(Please Type)

My Commission Expires:

CITY OF SAPULPA

AGREEMENT

MAJOR THOROUGHFARE MATERIALS AND SUPPLIES

Reinforced Poly Drainage Pipe

THIS AGREEMENT, made this 21st day of May 2018, between the City of Sapulpa, hereinafter called OWNER and *FortilineWaterworks*, doing business as Corporation, (Individual, partnership, or corporation) hereinafter called the VENDOR.

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned:

1. The Vendor will furnish the materials/supplies described in the BID and specifications for the prices quoted therein and, as awarded by the City Council, shown in the specifications.
2. The Vendor agrees to furnish all of the supplies described, as awarded by the City Council, in the Specifications and comply with terms therein for the prices quoted in the **BID** submittal.
3. The supplies shall be furnished within five (5) working days from and after the date of an oral or faxed order from the Owner.
4. Should the Vendor be delayed in the furnishing of the supplies, by whatever reason, the Vendor shall give the Owner notice of the cause of the delay in each case within twenty-four (24) hours from receipt of the order.
5. Failure to furnish the supplies within the specified time, as set forth in this Contract, may be grounds for cancellation of the order and/or disqualification from future contracts with the City of Sapulpa.
6. Should the materials/supplies be determined by the City of Sapulpa to be substandard and/or the materials/supplies fail to operate in the manner for which they were intended, then the City of Sapulpa has the right to return the said materials/supplies for full reimbursement and purchase them from next lowest qualified responding bidder.
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10. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract. All modifications to the contract must be made in writing by the Purchasing Director.
11. Purchases by the City are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.
12. The vendor shall be paid upon submission of proper certified invoices to the accounts payable department at the prices stipulated on the contract. Invoices shall contain the purchase order number; failure to follow these instructions may result in delay of processing invoices for payment.
13. ***This contract is for a one (1) year period from date of award.***

OWNER:

CITY OF SAPULPA

By _____

Name Reg Green

Title MAYOR

APPROVED AS TO FORM:

By _____
David Widdoes, City Attorney

(SEAL)
ATTEST:

(Signature)

Shirley Burzio, City Clerk

VENDOR:

(SEAL)

By _____

ATTEST: _____

Title _____
(Please print or type)

Name _____
(Please Type)

My Commission Expires:

CITY OF SAPULPA

AGREEMENT

MAJOR THOROUGHFARE MATERIALS AND SUPPLIES

Asphalt Type A, Asphalt Type B, C, D, Superpave

THIS AGREEMENT, made this 21st day of May 2018, between the City of Sapulpa, hereinafter called OWNER and *Dunham Asphalt Services*, doing business as Corporation, (Individual, partnership, or corporation) hereinafter called the VENDOR.

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned:

1. The Vendor will furnish the materials/supplies described in the BID and specifications for the prices quoted therein and, as awarded by the City Council, shown in the specifications.
2. The Vendor agrees to furnish all of the supplies described, as awarded by the City Council, in the Specifications and comply with terms therein for the prices quoted in the **BID** submittal.
3. The supplies shall be furnished within five (5) working days from and after the date of an oral or faxed order from the Owner.
4. Should the Vendor be delayed in the furnishing of the supplies, by whatever reason, the Vendor shall give the Owner notice of the cause of the delay in each case within twenty-four (24) hours from receipt of the order.
5. Failure to furnish the supplies within the specified time, as set forth in this Contract, may be grounds for cancellation of the order and/or disqualification from future contracts with the City of Sapulpa.
6. Should the materials/supplies be determined by the City of Sapulpa to be substandard and/or the materials/supplies fail to operate in the manner for which they were intended, then the City of Sapulpa has the right to return the said materials/supplies for full reimbursement and purchase them from next lowest qualified responding bidder.
7. Should the pricing mechanism fluctuate industry wide from unforeseen circumstances, the vendor, with a 30-day notice to the City may adjust their pricing to reflect that fluctuation, with documentation to support the increase. He same circumstances adheres to any price decreases, which will in turn be passed on to the City.
8. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

9. All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The City assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.
10. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract. All modifications to the contract must be made in writing by the Purchasing Director.
11. Purchases by the City are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.
12. The vendor shall be paid upon submission of proper certified invoices to the accounts payable department at the prices stipulated on the contract. Invoices shall contain the purchase order number; failure to follow these instructions may result in delay of processing invoices for payment.
13. ***This contract is for a one (1) year period from date of award.***

OWNER:

CITY OF SAPULPA

By _____

Name Reg Green

Title MAYOR

APPROVED AS TO FORM:

By _____
David Widdoes, City Attorney

(SEAL)
ATTEST:

(Signature)

Shirley Burzio, City Clerk

VENDOR:

(SEAL)

By _____

ATTEST: _____

Title _____
(Please print or type)

Name _____
(Please Type)

My Commission Expires:

CITY OF SAPULPA

AGREEMENT

MAJOR THOROUGHFARE MATERIALS AND SUPPLIES

Fill Sand

THIS AGREEMENT, made this 21st day of May 2018, between the City of Sapulpa, hereinafter called OWNER and *Mohawk Materials*, doing business as Corporation, (Individual, partnership, or corporation) hereinafter called the VENDOR.

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned:

1. The Vendor will furnish the materials/supplies described in the BID and specifications for the prices quoted therein and, as awarded by the City Council, shown in the specifications.
2. The Vendor agrees to furnish all of the supplies described, as awarded by the City Council, in the Specifications and comply with terms therein for the prices quoted in the **BID** submittal.
3. The supplies shall be furnished within five (5) working days from and after the date of an oral or faxed order from the Owner.
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13. ***This contract is for a one (1) year period from date of award.***

OWNER:

CITY OF SAPULPA

By _____

Name Reg Green

Title MAYOR

APPROVED AS TO FORM:

By _____
David Widdoes, City Attorney

(SEAL)
ATTEST:

(Signature)

Shirley Burzio, City Clerk

VENDOR:

(SEAL)

By _____

ATTEST: _____

Title _____
(Please print or type)

Name _____
(Please Type)

My Commission Expires:

CITY OF SAPULPA

AGREEMENT

MAJOR THOROUGHFARE MATERIALS AND SUPPLIES Geotextile Reinforcement, Geogrid Reinforcement

THIS AGREEMENT, made this 21st day of May 2018, between the City of Sapulpa, hereinafter called OWNER and *Fensco*, doing business as Corporation, (Individual, partnership, or corporation) hereinafter called the VENDOR.

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned:

1. The Vendor will furnish the materials/supplies described in the BID and specifications for the prices quoted therein and, as awarded by the City Council, shown in the specifications.
2. The Vendor agrees to furnish all of the supplies described, as awarded by the City Council, in the Specifications and comply with terms therein for the prices quoted in the **BID** submittal.
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13. ***This contract is for a one (1) year period from date of award.***

OWNER:

CITY OF SAPULPA

By _____

Name Reg Green

Title MAYOR

APPROVED AS TO FORM:

By _____
David Widdoes, City Attorney

(SEAL)
ATTEST:

(Signature)

Shirley Burzio, City Clerk

VENDOR:

(SEAL)

By _____

ATTEST: _____

Title _____
(Please print or type)

Name _____
(Please Type)

My Commission Expires:

CITY OF SAPULPA

AGREEMENT

MAJOR THOROUGHFARE MATERIALS AND SUPPLIES

Concrete

THIS AGREEMENT, made this 21st day of May 2018, between the City of Sapulpa, hereinafter called OWNER and *Dolese Bros*, doing business as Corporation, (Individual, partnership, or corporation) hereinafter called the VENDOR.

WITNESSETH: That for, and in consideration of, the payments and agreements hereinafter mentioned:

1. The Vendor will furnish the materials/supplies described in the BID and specifications for the prices quoted therein and, as awarded by the City Council, shown in the specifications.
2. The Vendor agrees to furnish all of the supplies described, as awarded by the City Council, in the Specifications and comply with terms therein for the prices quoted in the **BID** submittal.
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13. ***This contract is for a one (1) year period from date of award.***

OWNER:

CITY OF SAPULPA

By _____

Name Reg Green

Title MAYOR

APPROVED AS TO FORM:

By _____
David Widdoes, City Attorney

(SEAL)
ATTEST:

(Signature)

Shirley Burzio, City Clerk

VENDOR:

(SEAL)

By _____

ATTEST: _____

Title _____
(Please print or type)

Name _____
(Please Type)

My Commission Expires:



AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: May 21, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action on a Right-of-Way Use Agreement with the Oklahoma Turnpike Authority for expansion of the Turner Turnpike (I-44) within the city limits.

BACKGROUND:

This right-of-way use agreement comes at the request of the Oklahoma Turnpike Authority to allow for the Authority to use rights-of-way owned by the City of Sapulpa to expand, modernize, and improve the Turner Turnpike (I-44) in city limits.

RECOMMENDATION:

Staff recommends Council approve this Right-of-Way Agreement and authorize Mayor to execute same.

Attachments

OTA - ROW use Agreement

Map

OKLAHOMA TURNPIKE AUTHORITY
AND
CITY OF SAPULPA

ROW USE AGREEMENT

THIS RIGHT OF WAY USE AGREEMENT (hereinafter the "Agreement"), made and entered into this ___ day of _____ 2018, by and between the City of Sapulpa (hereinafter referred to as "The CITY"), and the Oklahoma Turnpike Authority, a body corporate and politic (hereinafter referred to as the "AUTHORITY"), an instrumentality of the State of Oklahoma.

WITNESSETH:

WHEREAS, the AUTHORITY has embarked upon the Driving Forward Program to expand, modernize and improve its Turnpike System transportation infrastructure throughout the State of Oklahoma; and

WHEREAS, the AUTHORITY, as part of the Driving Forward Program, has undertaken an expansion project along the Turner Turnpike, including within the city limits of the CITY; and

WHEREAS, the CITY and the AUTHORITY are respectively interested in the efficient and economical operation of the AUTHORITY's Turnpike System which serve the needs of the motoring public, including the CITY's constituents and the AUTHORITY's customers traveling the Turner Turnpike; and

WHEREAS, the AUTHORITY has identified rights-of-way owned by the CITY that have been platted and dedicated to the public, but as of the date hereof, not developed and or utilized by the CITY or the public; and

WHEREAS, in furtherance of the AUTHORITY'S Driving Forward Program Turnpike System modernization and expansion project objectives, the CITY has determined that it owns certain rights-of-way that is needed by the AUTHORITY for the purpose of expanding the Turner Turnpike within its city limits; and

WHEREAS, the CITY has indicated its willingness to cooperate with the AUTHORITY to accomplish this endeavor and to execute this Agreement with AUTHORITY to authorize the AUTHORITY'S use of the CITY'S property for the construction, operation, and maintenance of the Turner Turnpike, through a portion of the CITY'S right-of-way; and

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS, BENEFITS AND BURDENS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. The CITY does hereby grant to the AUTHORITY a perpetual right to use the Premises and airspace above any of the real property or interests therein presently owned by the CITY and located through that portion of the following described Premises, situated in the County of Creek County, Oklahoma. Said Premises is described in attached Exhibit "A."
2. It is understood by the Parties that the above-described Premises is to be used exclusively for the construction of a turnpike facility and in furtherance of the AUTHORITY's statutory purpose to construct, maintain and operate turnpike projects as set forth in Title 69 Oklahoma Statutes 2011 §1701 et seq. Construction, maintenance and/ or relocation of any improvements on said premises for such purpose is the sole responsibility of the AUTHORITY. Any substantial change in the authorized use of the above-described premises shall require prior written approval of the CITY prior to the change in the authorized use.

3. It is further agreed by between the parties that the AUTHORITY may not assign, encumber, or sub-lease any part or all the described premises, without the prior written consent of the CITY.
4. The AUTHORITY shall, at its sole expense, keep and maintain the Premises free of all trash, graffiti, vandalism, weeds and debris, and at all times in an orderly, clean, safe, and sanitary condition.
5. The AUTHORITY shall secure all necessary permits required in connection with operations on the Premises and shall comply with all state and local statutes, ordinances, or regulations which may affect, in any respect, AUTHORITY'S use of the Premises.
6. The AUTHORITY, at its sole cost and expense, shall replace and relocate any and all right-of-way fencing and any CITY owned utilities that spanned said Premises, if any, and all improvements constructed by the CITY thereon in a reasonable manner. The AUTHORITY shall take all steps necessary to effectively protect the fences, utilities and improvements from damage incident to the AUTHORITY'S use of such Premises, all without expense to the CITY.
7. No party to this Agreement shall be liable for the acts or omissions of the other party. Each party shall be responsible for the acts of its own employees acting within the scope of their employment. Notwithstanding anything herein to the contrary, neither the CITY nor the AUTHORITY waive any rights or privileges in its favor under the laws of Oklahoma and the Government Tort Claims Act.
8. The CITY hereby covenants and agrees with the AUTHORITY that the AUTHORITY, keeping and performing the covenants and agreements herein contained on the part of the AUTHORITY to be kept and performed, shall at all times during the term of the Agreement peaceably and quietly have, hold and enjoy the Premises; provided, however, and it is further agreed, that if the AUTHORITY shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by said AUTHORITY; or if AUTHORITY discontinues use of any part of the Premises for more than a continuous period of one hundred eighty (180) days; or if AUTHORITY attempts to sell or assign these Premises; said act or acts of omission or commission may at the option of the CITY constitute a forfeiture of all rights under this Agreement.
9. This Agreement is intended to conform to the requirements of the Constitution and laws of the State of Oklahoma and in particular to the provisions of Title 69 of the Oklahoma Statutes. Any provision contained herein which is contrary to the Constitution and laws of the State of Oklahoma shall be void and unenforceable. Venue for any action brought for the interpretation of this Agreement shall be in the District Court of Oklahoma County.
10. The expense of any and all construction, maintenance, and/ or relocation on the Premises shall be born solely by the AUTHORITY.
11. This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties;
12. The terms and provisions of this Agreement shall extend to and be binding upon and inure to the benefits of any approved successors or assignees of the AUTHORITY and the CITY.
13. No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the parties shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this Agreement.
14. This Agreement shall take effect upon execution by both parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seal the date first written above.

FOR THE CITY OF SAPULPA:


APPROVED AS TO FORM:

DATE: _____


City Attorney
DATE: _____

FOR THE AUTHORITY:

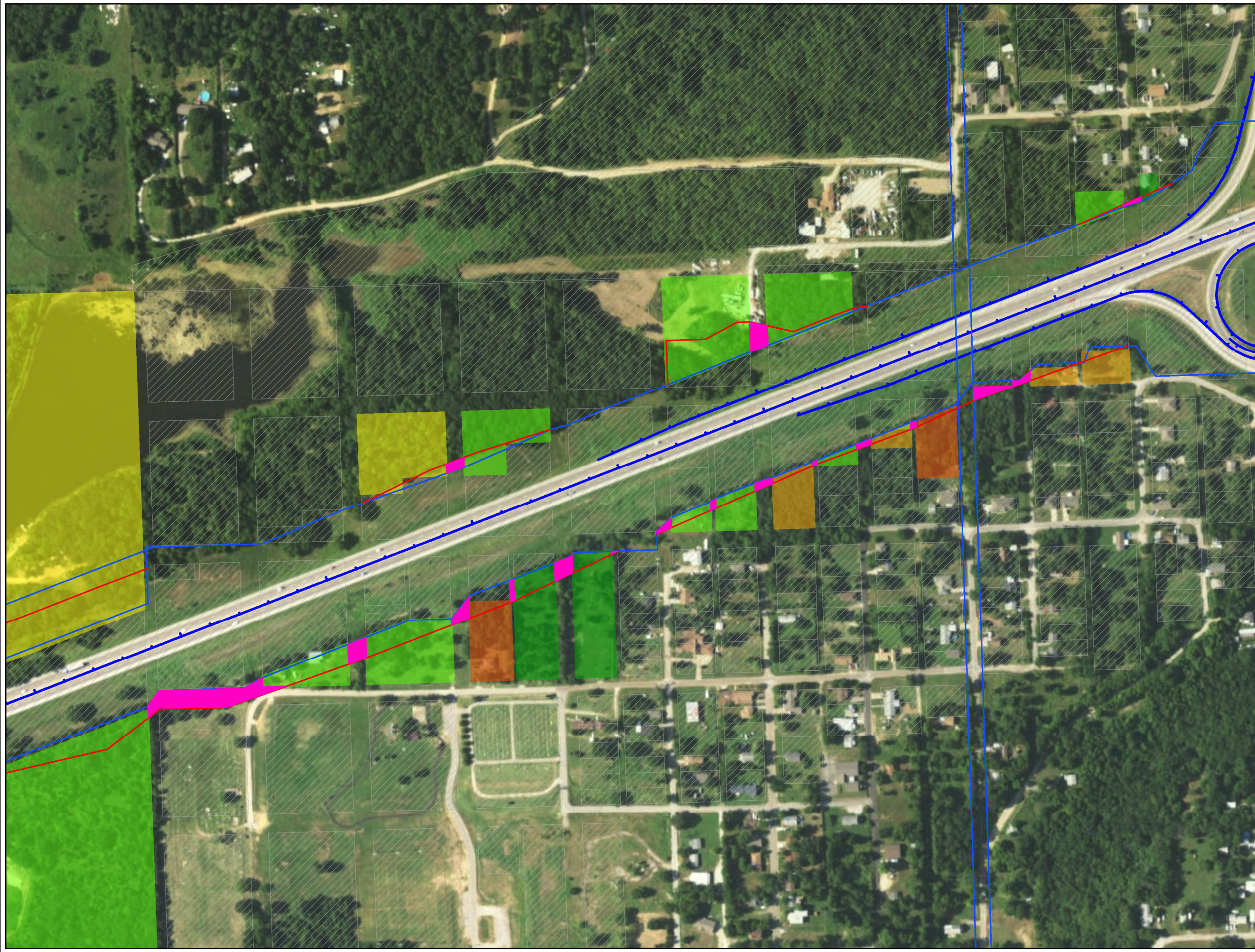
APPROVED AS TO FORM:



TIM J. Gatz
Executive Director Oklahoma Turnpike Authority
DATE: May 08, 2018

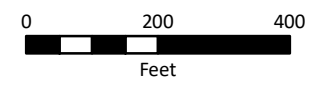


ERIC LAIR
General Counsel
DATE: May 8, 2018



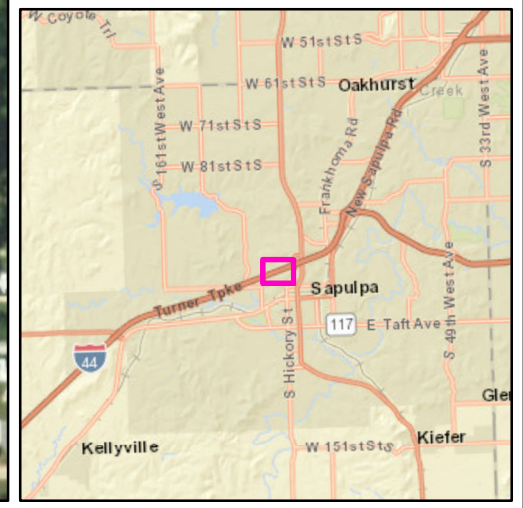
OTA Parcels
Turner Turnpike
107C2

Date: 7/10/2017 | Projection: WGS 1984 UTM Zone 14N | Scale: 1:3,500
4800 N. Santa Fe | Oklahoma City, OK 73118 | 405.528.5676



Map Symbology

 AOI





AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: May 21, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding a Resolution of City Council of the City of Sapulpa, Oklahoma; Authorizing Staff to Initiate Process to Consider Formation of Tax Increment Finance District; Directing Preparation of a Project Plan; Appointing a Review Committee; Directing the Review Committee to Make Findings as to Eligibility of Designated Project Area and Financial Impact, If Any, on Taxing Jurisdictions Within the Proposed District; Directing the Review Committee to Make a Recommendation with Respect to the Proposed Project Plan; Directing the Planning Commission to Make a Recommendation with Respect to the Proposed Project Plan; and Containing Other Provisions Relating Thereto; and Declaring an Emergency.

BACKGROUND:

This resolution authorizes staff to initiate the process for the creation of a Review Committee for the proposed SeneGence International Midwest Business Park Tax Increment District. Pursuant to the Oklahoma Local Development Act, a representative of each affected taxing entity is authorized to appoint a member to the review committee. This resolution provides for staff to request these entities appoint such a member as soon as possible so that the meetings can be scheduled in the very near future. The purpose of the proposed project is to extend public infrastructure improvements including water, sewer, and roadways, in the area commonly known as Interstate 44 and SH-33 interchange, to spur its further development.

Please see attached letter from SeneGence International for more detailed information regarding the business park project.

RECOMMENDATION:

Staff recommends Council approve this Resolution and authorize Mayor to execute same.

Attachments

Resolution

Exhibit 1

**SAPULPA CITY COUNCIL
RESOLUTION NO. _____**

A RESOLUTION OF CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA; AUTHORIZING STAFF TO INITIATE PROCESS TO CONSIDER FORMATION OF TAX INCREMENT FINANCE DISTRICT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY OF DESIGNATED PROJECT AREA AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS WITHIN THE PROPOSED DISTRICT; DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE PLANNING COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; AND CONTAINING OTHER PROVISIONS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Sapulpa, Oklahoma (the "City") desires and works to promote economic development within and around the City's municipal boundaries in order to provide increased opportunity for residents and businesses of the area and to improve the overall standard of living; and

WHEREAS, the City seeks to support businesses located in the City and to attract to the City new and different types of businesses with the potential to invest in expanded retail, commercial and/or residential and industrial opportunities within the City, by offering, subject to certain conditions, economic development incentives in the form of assistance in development financing and public infrastructure improvements that will facilitate the proposed economic development activities; and

WHEREAS, the Local Development Act, at Title 62, Oklahoma Statutes §§ 850, et seq. (the "Local Development Act"), was passed by the Oklahoma Legislature to implement Article X § 6C of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties in Oklahoma to apportion tax increments to help finance the public costs of economic development; and

WHEREAS, the City has received a request and proposal from SeneGence International for formation of a tax increment finance district for the SeneGence International Midwest Business Park Project Sapulpa West location at Interstate 44 and SH-33 interchange, copy attached as Exhibit 1; and

WHEREAS, in response to and in accordance with § 854 of the Local Development Act, the City intends to exercise its powers to establish a project area and tax increment district; to cause a project plan to be prepared; to approve/disapprove/or amend such project plan upon recommendations of the Review Committee established herein and of the Planning Commission, and to cause tax increments to be applied to the payment of qualified project costs; and

WHEREAS, in accordance with § 852 of the Local Development Act, the proposed project is a case where investment, development and economic growth would not occur but for implementation of the provisions of the Local Development Act to help finance the project costs and the City has taken care to exclude areas that do not meet this condition; and

WHEREAS, in accordance with § 858 of the Local Development Act, the governing body of the City hereby directs that a project plan be prepared to include all applicable items identified in said § 858; and

WHEREAS, § 855 of the Local Development Act provides for the appointment of a Review Committee to review and make recommendations concerning the proposed district and project plan; to consider and make findings and recommendations with respect to the conditions establishing eligibility of the proposed district; to consider and determine whether the proposed project plan and project will have a financial impact on any taxing jurisdictions and businesses, if any, within the proposed district; and to report its findings and make its recommendations to the governing body of the City; and

WHEREAS, said § 855 of the Local Development Act further provides that the membership of the Review Committee shall consist of the following: a representative of the governing body of the City who shall serve as chairperson; a representative of the Planning Commission having jurisdiction over the proposed district; a representative designated by each taxing jurisdiction within the proposed district whose ad valorem taxes might be impacted by the implementation of the plan to apportion tax increments to help finance the public costs of the project; and three members representing the public at large and selected by the other committee members from a list of seven names submitted by the chairperson of the Review Committee, provided that at least one of the members representing the public at large shall be a representative of the business community in the City and, if the proposed project plan objective is development of principally commercial retail business, such representative shall be either a retailer or a representative of a retail organization; and

WHEREAS, for all the foregoing reasons, it is appropriate and desirable for the governing body of the City to appoint a Review Committee to consider and make recommendations on a proposed project plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA:

SECTION 1. PROJECT PLAN. The City Council hereby directs City staff, in conjunction with the Review Committee established by Section 2 of this Resolution, to prepare or cause to be prepared a project plan, to be submitted for consideration in accordance with the Local Development Act.

SECTION 2. ESTABLISHMENT OF REVIEW COMMITTEE. A Review Committee is hereby appointed whose membership shall consist of the following: (i) One Council Member as the representative of the City Council, who shall be the chairperson of the Review Committee; (ii) one representative of the Planning Commission; (iii) one representative designated by each of Creek

County; Kellyville Independent School District No. 31; Central Technology Center, Vo-Tech District No. 1; Creek County Emergency Ambulance Service District; and (iv) three representatives of the public at large, who shall be selected from a list of seven names submitted by the representative of the City Council, as chairperson of the Review Committee, by the other Review Committee members, provided that at least one of the members representing the public at large shall be a representative of the business community in the City and, if the proposed project plan objective is development of principally commercial retail business, such representative shall be either a retailer or a representative of a retail organization.

SECTION 3. PLANNING COMMISSION RECOMMENDATION. The Sapulpa Planning Commission shall review the proposed project plan and shall make its recommendations on the project plan to the City Council prior to its consideration by the Council.

SECTION 4. REVIEW COMMITTEE FINDINGS AND RECOMMENDATIONS. The Review Committee shall consider and determine whether the proposed district and project plan will have a financial impact on any taxing jurisdiction within the proposed district and, if so, shall assess and describe such impact; shall report its findings to the City Council; and shall consider and make its findings and recommendations to the City Council with respect to the conditions establishing the eligibility of the proposed district and the appropriateness of approval of the proposed project plan and project.

SECTION 5. EMERGENCY. That an emergency is hereby declared to exist for the preservation the public peace, health, and safety, by reason whereof this Resolution shall be in full force and effect immediately from and after its adoption and approval as provided by law.

PASSED AND ADOPTED by the City Council of the City of Sapulpa, Oklahoma this ____ day of May, 2018, with the emergency measure voted upon separately.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



May 11, 2018

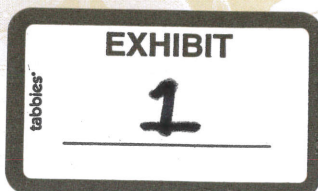
City of Sapulpa
Sapulpa Development Authority
425 East Dewey
Sapulpa, OK 74066

Re: Request and Proposal for a Tax Increment Financing District for the proposed SeneGence International Midwest Business Park Project; Sapulpa West location at Interstate 44 and SH-33 interchange.

Dear Mayor/Chairman and Council Members/Trustees:

SGII, Inc. d/b/a SeneGence International (“SeneGence”) and ROK Ranch Properties, LLC (collectively the “Owner”) hereby requests that the governing body of the City of Sapulpa (the “City”) consider the establishment of a tax increment financing district (the “District”) pursuant to the Oklahoma Local Development Act (the “Act”) for reimbursement of eligible project costs for the proposed SeneGence International Midwest Corporate Campus Project (the “Project”). The Project consists of approximately 241 acres of land on the west side of Sapulpa at the interchange of Interstate 44 and SH-33, which is to be completed in approximately five to seven phases over a number of years construction period. The desire of SeneGence to construct its Midwest corporate campus — with distribution facilities, executive offices, and potentially manufacturing facilities — on this acreage within Sapulpa city limits, will create hundreds of jobs, spur diversified economic development in the area, serve as a catalyst for retaining and expanding employment, potentially attract vendors to create and use business locations in the Project area, and attract other major investment to the Project area; thus, it will enhance the tax base of the District. The Master Plan is available for your review as Exhibit “A” attached hereto, along with the 241 acres of land constituting the proposed District described specifically described on Exhibit “B” attached hereto.

To make the Project feasible, however, significant sewer line extension and other public project improvements will be necessary. By creating the requested District, Owner will provide the funding required to allow extension of sanitary sewer and construction of other roadway improvements critical to the success of the Project and the development of the area. We understand that if our request to form a District is accepted, the governing body will establish a review committee, which will be directed by it to prepare a proposed plan for the Project. We also understand that the Act requires a representation that the Project development would not occur but for the establishment of the District. This is to advise that without approval of the District and the funding this mechanism provides, the ability to arrange appropriate financing to develop and complete the Project is not possible.



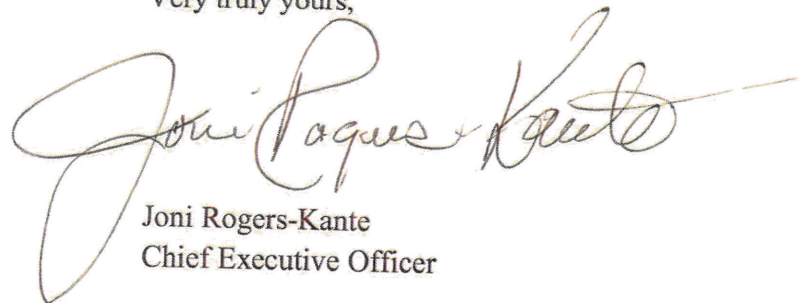
As set forth in the attached Exhibit "A", the total development costs for the entire Project are projected to be in excess of \$300,000,000 (Phase 1 is estimated at \$30,000,000). Attached hereto as Exhibit "C" are the anticipated public improvement projects to be funded with the proceeds of the tax increment. Included are cost estimates from Tetra Tech, which supports the represented amounts for the sanitary sewer and traffic/roadway improvements needed for the Project. The amounts set forth on the summary schedule are our best estimate at this time and are subject to revision based on actual costs and construction. The Project and improvements proposed for the District are to be funded by us with a potential combination of investor equity and bank financing.

It is anticipated that Phase 1 of the proposed improvements would begin in October 2018 with a completion date of September 2020. It is further anticipated that the remaining Phases of the proposed improvements would begin during the term of the Tax Increment District and be completed in due order. The 20-year proposed life for the District would begin in calendar year 2018 and end in calendar year 2038.

The attached Exhibit "A" reflects a phased plan for the Project, numbered by anticipated phases, with there being a projected 2-year build-out for the area shown as Phase 1 of the Project. Phase 1 improvements are anticipated to generate additional property taxes of \$294,000.00 each year, for 18 years, during the 20-year TIF period. The attached Exhibit "A" also reflects a projected 5-year build-out for Phase 2 of the Project. Phase 2 and the other improvements shown thereon are anticipated to generate additional property taxes over a 20-year TIF period. If the build-out of the various phases of the Project occur sooner than anticipated, full reimbursement of the development costs and all other qualified project expenses could occur sooner than expiration of the 20-year TIF term. However, relevant future market conditions could cause us to adjust the phasing of this plan.

Upon your review of this information, please let me know if you have any questions or need any additional support for our request. Thank you in advance for your consideration and assistance on this proposal.

Very truly yours,



Joni Rogers-Kante
Chief Executive Officer

Exhibit "A"

MASTER PLAN
to be supplied by the Owner

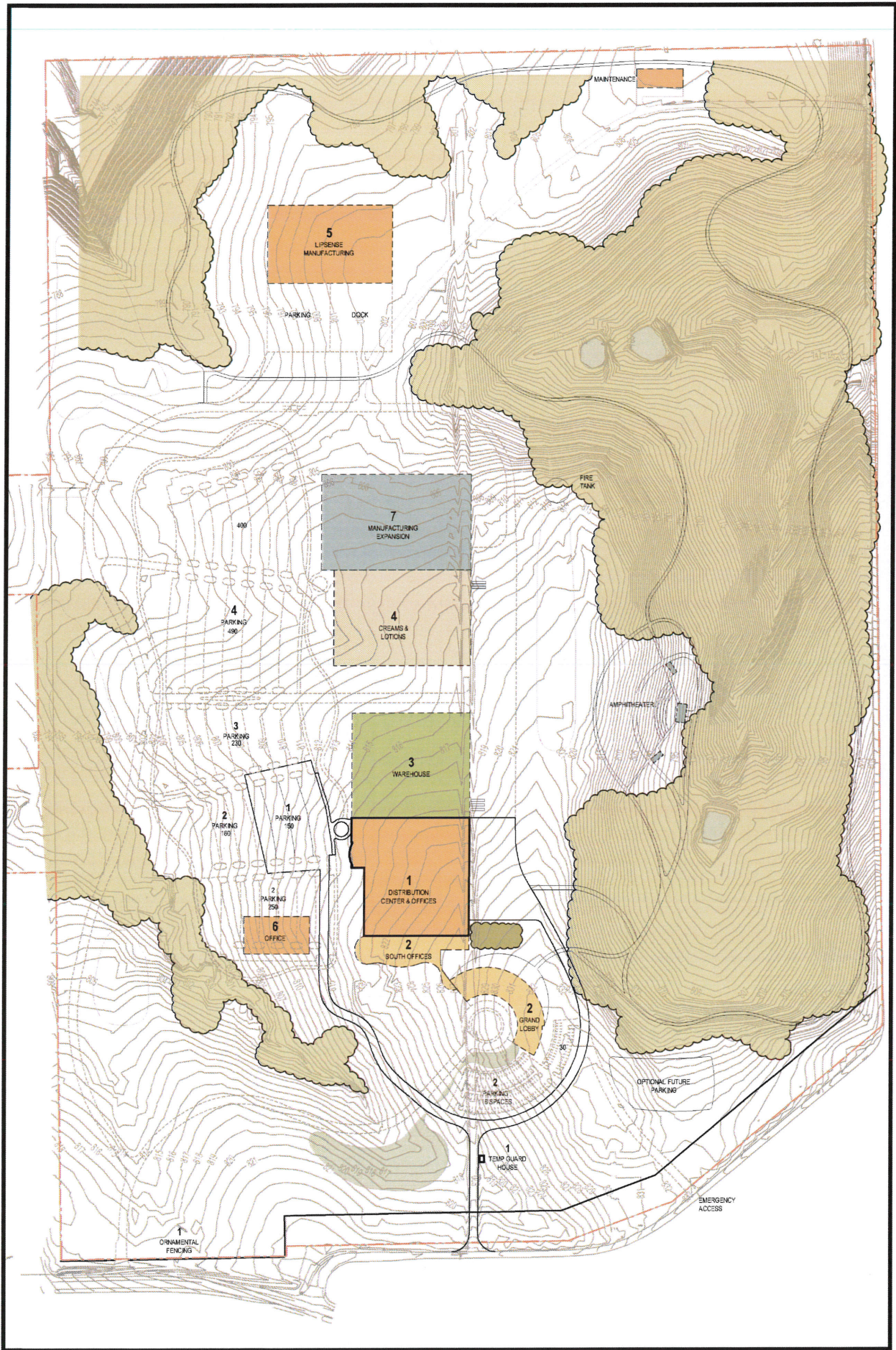


Exhibit "B"

TIF Boundary Description

A TRACT OF LAND THAT IS THE SOUTH HALF OF THE NORTHEAST QUARTER (S/2 NE/4) AND A PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SE/4 OF SAID SECTION 36; THENCE NORTH TO THE PRESENT RIGHT OF WAY LINE AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°01'19" WEST ALONG THE WEST LINE OF THE SE/4 A DISTANCE OF 2514.03 FEET TO THE CENTER OF SECTION 36; THENCE CONTINUING NORTH 01°01'19" WEST ALONG THE WEST LINE OF THE NE/4 A DISTANCE OF 1325.12 FEET TO THE NORTHWEST CORNER OF THE S/2 OF THE NE/4 OF SECTION 36; THENCE NORTH 89°01'33" EAST ALONG THE NORTH LINE OF THE S/2 OF THE SE/4 A DISTANCE OF 2648.11 FEET TO THE EAST LINE OF THE NE/4; THENCE SOUTH 01°02'01" EAST ALONG THE EAST LINE OF THE NE/4 A DISTANCE OF 1325.22 FEET TO THE EAST 1/4 CORNER OF SECTION 36; THENCE SOUTH 01°00'27" EAST ALONG THE EAST LINE OF THE SE/4 A DISTANCE OF 1812.37 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY 33; THENCE SOUTH AND WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING CALLS: SOUTH 50°09'02" WEST A DISTANCE OF 877.54 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 539.96 FEET, AN ARC LENGTH OF 365.81 FEET, A CHORD BEARING OF SOUTH WEST AND A CHORD DISTANCE OF FEET; THENCE SOUTH 89°02'31" WEST A DISTANCE OF 905.33 FEET; THENCE SOUTH 00°57'19" EAST A DISTANCE OF 32.08 FEET; THENCE SOUTH 89°02'29" WEST A DISTANCE OF 720.33 FEET TO THE POINT OF BEGINNING

-AND-

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE/4 SW/4) AND THE EAST 15 ACRES OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) LESS AND EXCEPT THAT PART ALONG THE SOUTH SIDE OF THE PROPERTY FOR THE HIGHWAY, IN SECTION THIRTY-SIX (36), EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF.

AND LESS AND EXCEPT

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP EIGHTEEN (18) NORTH, RANGE TEN (10) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U. S. GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A "X" IN CONCRETE MARKING THE SOUTHEAST CORNER OF THE SE/4 SW/4; THENCE ALONG THE EAST LINE OF SAID FORTY, N01°01'25"W 134.01 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY 33 AND THE

POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY LINE, S89°05'53"W 493.49 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N01°01'25"W 1189.56 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE SOUTH LINE OF THE NE/4 SW/4; THENCE ALONG THE SOUTH LINE OF SAID FORTY, S89°02'16"W 830.41 FEET TO A 1/2 INCH EXISTING REBAR MARKING THE SOUTHWEST CORNER OF THE NE/4 SW/4; THENCE ALONG THE WEST LINE OF SAID FORTY, N01°01'52"W 941.54 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE LEAVING SAID WEST LINE, N89°01'27"E 1274.02 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S01°01'25"E 557.13 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S89°02'12"W 379.40 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE S00°57'48"E 334.69 FEET TO A 1/2 INCH SET REBAR WITH CAP; THENCE N89°02'12"E 429.75 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE EAST LINE OF THE E/2 SW/4; THENCE ALONG THE EAST LINE OF SAID E/2, S01°01'25"E 1240.10 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENT RIGHTS FOR ACCESS, PEDESTRIAN AND VEHICULAR, OVER AND ACROSS THE PROPERTY MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A "X" IN CONCRETE MARKING THE SOUTHEAST CORNER OF THE SE/4 SW/4; THENCE ALONG THE EAST LINE OF SAID FORTY, N01°01'25"W 134.01 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE NORTH RIGHT OF WAY LINE OF OKLAHOMA STATE HIGHWAY 33 AND THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY LINE, S89°05'53"W 50.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, N01°01'25"W 1240.05 FEET; THENCE N89°02'12"E 50.00 FEET TO A 1/2 INCH SET REBAR WITH CAP ON THE EAST LINE OF THE E/2 SW/4; THENCE ALONG THE EAST LINE OF SAID E/2, S01°01'25"E 1240.10 FEET TO THE POINT OF BEGINNING.

Exhibit "C"

SeneGence International Midwest Corporate Campus
Qualified Public Project Costs

1.	Sanitary Sewer System Extension	\$7,000,000
2.	Storm Water Improvements	\$500,000
3.	SH-66 Intersection Improvement	\$1,000,000
4.	Historic Route 66 Bridge Repair and Park	\$2,000,000
5.	Route 66 Course Flood-way & Irrigation Improvements	\$500,000
6.	Creek County Schools, STEM Center Endowment Fund	\$1,500,000
7.	Creek County Head Start Endowment Improvement	\$500,000
8.	Route 66 Fire Training Facility Improvement	\$2,000,000
9.	P&R Trails & School-Youth Sport Facilities Improvements	\$3,500,000
10.	Historic Downtown Restoration Improvements	\$1,500,000
11.	TIF Legal Fees	\$35,000
12.	TIF Administrative Fees (\$35,000/ year x 20 years)	\$700,000
13.	Interest in Connection with Development Financing Assistance	\$4,500,000*
<u>TOTAL</u>		<u>\$25,235,000</u>

* estimated based on an interest rate of 2.0% over the ten-year Treasury



AGENDA ITEM

Administration 10.E.

City Council Regular

Meeting Date: May 21, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding an Agreement for Legal Services with Hilborne and Weidman, P.C., as special counsel to assist creating a Tax Increment Financing District for the SeneGence International Midwest Business Park.

BACKGROUND:

The proposed agreement is to hire John Weidman, Esquire, as special counsel to form and create a Tax Increment Finance (TIF) District for the SeneGence International Midwest Business Park Project. Mr. Weidman has considerable experience in this specialized area and has been engaged to work with staff on prior TIF matters. The fee for services relating to creating the proposed TIF District is \$35,000.00 and will be funded by the Developer.

RECOMMENDATION:

Staff recommends Council approve Agreement and authorize Mayor to execute same.

Attachments

Agreement - Hilborne & Weidman, PC

HILBORNE & WEIDMAN

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS
2405 EAST 57TH STREET
TULSA, OKLAHOMA 74105-7548

TELEPHONE:
(918) 749-0111
TELECOPIER:
(918) 749-0335

March 14, 2018

Mayor and Councilors of the
City of Sapulpa, Oklahoma
Chairman and Trustees of the
Sapulpa Development Authority

City and Authority Officials

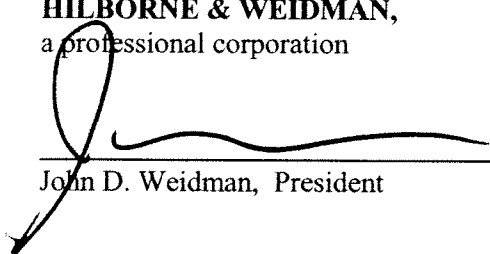
It is our pleasure to submit herewith our proposal to serve as Special Counsel to the City of Sapulpa ("City") and the Sapulpa Development Authority ("SDA") regarding the proposed creation of a Tax Increment Financing District by the City to be administered by the SDA to provide funds to promote investment, development and economic growth within the City's municipal boundaries. As your special counsel, we will work closely local counsel, David Widdoes, and other members of City staff in structuring, documenting and creating the District in accordance with the Local Development Act, at Title 62, Oklahoma Statutes §§ 850 *et seq* and Article X, § 6C of the Oklahoma Constitution.

In this connection, the Firm and local counsel will share legal responsibilities and together provide all services required to assist in the establishment of a Review Committee; preparation of the Project Plan; execution of all documents and opinions necessary to receive approval of necessary parties for formation of the District; preparation of required transcripts of proceedings; and proposal of an appropriate ordinance to create the District. For all such services, the Firm's fee is Thirty Five Thousand dollars (\$35,000.00), plus reimbursement of reasonable documented out-of-pocket expenses (including publication and printing expenses) incurred in connection with creation of the District. This fee may be participated in by local counsel as appropriate based on shared responsibilities and items of work performed, and is payable upon proposal of an ordinance to create the District regardless of whether the City acts to approve the District or whether the proposed development contemplated by the Plan is actually accomplished by the Developer.

Finally, this engagement anticipates that the Firm we will be responsible to act as Bond Counsel for the City relating to any proposed financing of improvements that are actually created within the District by the Developer. The scope of our participation as the City's Bond Counsel relative to these future services, including the nature of that engagement and compensation and reimbursement, will be covered by a separate agreement between the parties if and when, and to the extent, such additional Bond Counsel services become necessary as determined by the City.

Respectfully submitted,

HILBORNE & WEIDMAN,
a professional corporation



John D. Weidman, President

The above proposal is hereby approved and accepted this _____ day of March, 2018.

Reg Green, Mayor of the City of Sapulpa

[SEAL]

Attest:

City Clerk

Reg Green, Chairman of the Sapulpa
Development Authority

[SEAL]

Attest:

Secretary of Trustees



AGENDA ITEM

Administration 10.F.

City Council Regular

Meeting Date: May 21, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding merchant credit card processing applications and agreements with 4 Leaf Solutions for credit card processing and authorizing the Mayor to sign all agreements.

BACKGROUND:

Currently the City has 8 merchant accounts for credit card processing consisting of utilities, court, miscellaneous, police, golf course, aquatics center, utilities web, and court web. It is estimated that the savings generated from changing to 4 Leaf Solutions for processing would be \$14,000.00 annually.

RECOMMENDATION:

Staff recommends approval of the agreements.

Attachments

Merchant Credit Card Processing Application and Agreement



Primary Sales Partner Name and Number: 4 Leaf Solutions 38571
Sub Sales Partner Name and Number:

MERCHANT CREDIT CARD PROCESSING APPLICATION AND AGREEMENT PAGE 1 of 2

BUSINESS INFORMATION		
Business LEGAL Name: <i>City of Sapulpa</i>	Taxpayer Identification Number: (9 digits)	
Email Address (Required): <i>p.vann@cityofsapulpa.net</i>	Business DBA (If different from legal name): <i>City of Sapulpa-MISC</i>	
Business Mailing Address: <i>PO Box 1130</i>	Business Physical Location Address: <i>425 E Dewey</i>	
City, State, ZIP: <i>Skistook OK 74067</i>	City, State, ZIP: <i>Sapulpa OK 74066</i>	
Contact: (First) <i>Pam</i> (M.I.) (Last) <i>Vann</i>	Business Phone Number: <i>918 224-3040</i>	FAX Number: <i>918 224-6660</i>

OWNERSHIP / GUARANTOR INFORMATION			
Owner / Partner / Officer: (First) <i>Reg</i> (M.I.) (Last) <i>Green</i>	Social Security #:		
Ownership Percentage: <i>Mayor</i>	Mobile Number (Required):	Home Phone Number:	Date of Birth:
Home Address:		City, State, ZIP:	

MERCHANT PROFILE			
Type of Ownership: <i>Government</i>	Type of Business:		
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company (LLC) <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit	<input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input checked="" type="checkbox"/> Internet <input type="checkbox"/> MOTO		
Type of Goods and Services Sold:	For card not present merchants (MOTO) please provide marketing materials and web address: WWW.		
Average Ticket: \$	Maximum Ticket: \$	Average Monthly Volume: \$	Swiped / Keyed Percentage (must total 100%): Swiped Percentage % Keyed Percentage <i>100</i> %
Have you ever processed payment cards before? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, with whom? Reason for leaving?		Have you ever been terminated by a payment processor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

BANK ACCOUNT INFORMATION			
Please provide a voided check	Routing Number:	Bank Account Number:	
	Bank Name: <i>American Heritage Bank</i>	Bank Phone Number: <i>918 224 3210</i>	Internal Use Only: <input checked="" type="checkbox"/> NDF

IMPORTANT INFORMATION	
For "Member" Bank: Wells Fargo Bank, N.A. P.O. Box 6079 Concord, CA 94524 (844) 284-6834.	For "TMS": 21650 Oxnard Street Ste 1200 Woodland Hills, CA 91367
Important Member Bank (Acquirer) Responsibilities <ol style="list-style-type: none"> The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant. The Bank must be a principal (signer) to the Merchant Agreement. The Bank is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to you by Processor. The Bank is responsible for and must provide settlement funds to the Merchant. The Bank is responsible for all funds held in reserve. 	Important Merchant Responsibilities <ol style="list-style-type: none"> Ensure compliance with cardholder data security and storage requirements. Maintain fraud and chargebacks below Card Organization thresholds. Review and understand the terms of the Merchant Agreement. Comply with Card Organization rules. Retain a signed copy of this Disclosure Page <p>The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.</p>

SCHEDULE OF FEES			
Qualified Discount Rates	Communication	Account Servicing	
% Visa / MC / Discover	\$.00 <i>.04</i> Visa / MC / Discover / American Express	\$25.00	Monthly Minimum
% American Express	\$ PIN Debit / EBT	\$5.00 <i>5</i>	Monthly Service Charge
% Debit	\$.00 <i>.04</i> Batch Deposit	\$4.95	Monthly Compliance Program*
% EBT	\$ Wireless	\$	Monthly Wireless**
Interchange Only (IC)		\$	Monthly Debit Service Fee
<i>IC + .04</i> % Visa / MC / Discover	Visa / MC / American Express / Discover Credit	\$	Termination Fee***
<i>IC + .04</i> % American Express	Visa / MC / Discover Debit	\$	Annual Fee
Surcharge	Assessments and Pass-Thru Fees	Statement (Select both if desired)	
<input checked="" type="checkbox"/> Partially Qualified (except Amex)	Assessments and Access fees are passed through to you from the various card brands. Please refer to sections 1.14 and 1.15 of your Merchant Agreement for a listing of those fees.	<input type="checkbox"/> U.S. Mail Statement (per month \$2)	
<input checked="" type="checkbox"/> Non-Qualified		<input checked="" type="checkbox"/> Online eStatement (per month \$0)	

* Compliance Program Fee waived for first 12 months ** Wireless Fee per terminal *** Reference section 1.16 of the Merchant Agreement

**SIGN
HERE**

Signature, Principal or Corporate Officer

Date

PLACEMENT INFORMATION

Countertop <input type="checkbox"/> ICT220	<input type="checkbox"/> Internal PIN Pad	Countertop <input type="checkbox"/> VX520	<input type="checkbox"/> PIN Pad Vx805	Wireless <input type="checkbox"/> iWL255	Mobile <input type="checkbox"/> Payment Jack *
Opt 1 <input type="checkbox"/> w/ External PIN Pad	<input type="checkbox"/> Check Imager*	Opt 2 <input type="checkbox"/> Internal PIN Pad		<input type="checkbox"/> Internal PIN Pad	

Shipping (standard 2 day): Overnight Priority Saturday

Ship To: Merchant Physical Sales Partner Special *

REPROGRAM INFORMATION

Ingenico: ICT220 (PCI v.3)

Verifone: VX520

Other: _____

FEATURE INFORMATION

Terminal Features: Tips w/prompt Tips no prompt

AutoBatch Time: _____

Configuration: Gift Cards* Special* Dial Config IP Config

Groovy Offers: Yes \$ 0 per month

>>>>> * REQUIRES APPLICATION ADDENDUM FOR SPECIAL REQUESTS OR ADDITIONAL PLACEMENTS / RENTALS <<<<<<

CARDS TO BE ACCEPTED

Debit Service: Check all that you DO NOT want to accept: Visa Check Debit MasterCard

EBT FNS#: _____

AMERICAN EXPRESS

American Express Acceptance: Yes No

American Express Annual Volume < \$1,000,000 Yes No

American Express Marketing: Yes No

DISCLOSURE SECTION

VISA http://usa.visa.com/merchants/operations/op_regulations.html

DISCOVER <http://www.discovernetwork.com/merchants/>

AMERICAN EXPRESS https://icm.aexp-static.com/Internet/NGMS/US_en/Images/MerchantPolicyOptBlue.pdf

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

REQUIRED SIGNATURES

All information contained in this application was completed, supplied and/or reviewed by the undersigned Merchant, and all information provided herein is true, complete, and accurate.

Total Merchant Services, Inc. ("TMS") and Wells Fargo Bank (the "Member Bank" and, collectively with TMS, the "Servicers") shall not be responsible for any change in printed terms unless specially agreed to in writing by an officer of each Servicer. By signing below you are agreeing to the provisions stated within this merchant application, and have acknowledged receipt and have read the Merchant Credit Card Processing Agreement (the "Merchant Agreement"). Those provisions must be read before signing. By signing below you agree to the terms and conditions contained in the merchant application and the Merchant Agreement. The indicated officers below have the authorization to execute the Merchant Agreement on behalf of the here within named business. MERCHANT UNDERSTANDS THAT THE MERCHANT AGREEMENT WILL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY SERVICERS AND A MERCHANT NUMBER HAS BEEN ISSUED. Merchant authorizes Servicers to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which the Servicers are authorized to perform such functions under the Merchant Agreement, for the purposes set forth in the Merchant Agreement. This authorization extends to the entire amount in said account from time to time, and includes without limitation amounts due to and/or owed by Merchant under the Merchant Agreement, lease, rental, or purchase agreements for POS (Point of Sale) terminals and accompanying equipment and check guarantee fees and amounts due for supplies and materials. The Automated Clearing House authorization cannot be revoked until all Merchant obligations under the Merchant Agreement are satisfied, and Merchant gives Servicers written notice of revocation. An investigative or credit report may be made in connection with the application. Merchant authorizes Servicers and/or any of their agents to investigate the references provided or any other statements or data obtained from Merchant, or from any credit or financial investigative agencies. Merchant has a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. A complete copy of your Merchant Agreement can be obtained at the following URL: <http://www.merchantsupport.info/disclosure/TMS.html>

IN ORDER TO DISPUTE ANY CHARGE OR FUNDING, MERCHANT MUST NOTIFY SERVICERS IN WRITING WITHIN 30 DAYS OF THE DATE OF THE STATEMENT WHERE SUCH CHARGE OR FUNDING APPEARS OR SHOULD HAVE APPEARED. THE LIABILITY OF SERVICERS IS LIMITED UNDER THE MERCHANT AGREEMENT. THE MERCHANT AGREEMENT CONTAINS MANDATORY PROCEDURES FOR RESOLVING DISPUTES. ARBITRATION IS REQUIRED IN ALL BUT CERTAIN LIMITED CIRCUMSTANCES, AND PURSUING CLAIMS ON A CLASS-WIDE BASIS IS PROHIBITED. Please review the Merchant Agreement for further details.

Merchant Advantage Program: All new merchants are automatically enrolled in a three month free trial of our Merchant Advantage Program. Merchants who choose to remain in this program will be charged a monthly fee of \$14.95 plus \$4.95 for each additional terminal following the free trial period. Merchants may opt out of this program at any time. For details please visit www.myaccountadvantage.com

SIGN HERE Signature Principal or Corporate Officer _____ Print Name _____ Date _____

(Stamped signatures not accepted)

As a primary inducement to Servicers to enter into the Merchant Agreement, the undersigned Guarantor(s), by signing below, jointly and severally, unconditionally and irrevocably, personally guarantee the continuing full and faithful performance and payment by Merchant of each of its duties and obligations to Servicers under the Merchant Agreement or any other agreement currently in effect or in the future entered into between Merchant or its principals and Servicers, as such agreements now exist or are amended from time to time, with or without notice. Guarantor(s) understands further that Servicers may proceed directly against Guarantor(s) without first exhausting their remedies against any other person or entity responsible to them or any security held by Servicers or Merchant. This guarantee will not be discharged or affected by the death of the undersigned, will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor of Servicers. Guarantor(s) understand that the inducement to Servicers to enter into the Merchant Agreement is consideration for this guaranty, and that this guaranty remains in full force and effect even if Guarantor(s) receive no additional benefit from this guaranty. An investigative or credit report of Guarantor(s) may be made in connection with this application. Guarantor(s) authorize Servicers and/or any of their agents or designees to investigate the references provided or any other statements or data obtained from Guarantor(s), or from any credit or financial investigative agencies. Guarantor(s) have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

SIGN HERE Signature, an Individual _____ Print Name _____ Date _____

(Stamped signatures not accepted)

Sales Partner Use Only

Placement / Rental Plan: 100 UF WUF 60 / 40 MM85

Reprogram / Software Plan: 100 UF WUF 70 / 30 NL 60 / 40

Signed for Total Merchant Services: Print Name: _____ Title: _____ Date: _____

Signed for Global Direct / Member: Print Name: _____ Member Name: Wells Fargo Bank, National Assoc. Date: _____

Associated Merchant Name:
Merchant Email:

**SOFTWARE ADDENDUM
SOFTWARE OPTIONS**

Integrated Payments

PayAnywhere

- PayAnywhere Storefront White
- PayAnywhere Storefront Black
- Storefront Printer (Monthly): \$ 8.95
- Storefront Printer & Cash Drawer (Monthly): \$ 13.95

Phone Swipe

- Phone Swipe Mobile 2:1 reader
- Phone Swipe Monthly (1st unit, additional \$4.95 each): \$ 14.95
- Phone Swipe Per Item: \$ 0.10

Velocity

- Virtual Terminal
- IPP220
- IPP320
- Semi Integrated
- Semi Integrated ISV _____

Software

- USA ePay Internet P/I: _____ Gateway Fee: _____
- Authorize.net Internet P/I: _____ Gateway Fee: _____

Other

Gateway/Software Name: _____ Version: _____ Browser/Operating System: _____ Internet P/I: _____

CARDHOLDER DATA STORAGE

PCI DSS and card association rules prohibit storage of track data under any circumstances. If you or your POS system transmits, stores or receives full cardholder data, then the POS hardware/software must be PA DSS compliant and you (merchant) must validate PCI DSS compliance (section 2 below). If you use a payment gateway, they must be PCI Compliant. For more information, or assistance, please visit our site, www.compliancefacts.com.

1. Have you ever experienced an account data compromise? Yes No If yes, when _____
2. Have you validated PCI DSS (Payment Card Industry Data Security Standard) compliance? Yes No
 (validation consists of merchant completing the appropriate Self Assessment Questionnaire (SAQ), or engaging a Qualified Security Assessor (QSA) who will facilitate completion of a Report on Compliance (ROC) and it's submission.)
 If yes, please complete the following, if no, you can move to question 3:
 - a. Date of compliance, Report on Compliance "ROC" or Self Assessment Questionnaire "SAQ"? _____
 - b. What is the name of your Qualified Security Assessor "QSA" _____
 or Self Assessment Questionnaire (circle one "SAQ") A, B, C, or D
 - c. Date of last scan _____ Approved Scanning Vendor's Name: _____
3. Are you using (a) a point of sale terminal provided by us, or (b) a physical point of sale terminal that you own (i.e. a standalone terminal, which you use to process your credit/debit card transactions), or (c) our touch tone capture service to call in transactions using our automated phone system? Yes No (If yes, you can skip questions 4 and 5, if no please complete questions 4 and 5.)
4. After initial authorization and settlement, do you or your Service Provider receive, transmit, or store the Full Cardholder Number "FCN", electronically? Yes No
 - a. If yes, where is it stored? Merchant Location Only Primary Service Provider Both Other Service Provider All Apply
 - b. What Service Provider / Software Developer did you purchase your POS application / device from? _____
 - c. What is the name of the software /system? _____ What is the version number? _____
5. Do your transactions process through any other Service Provider (ie web hosting, gateways, corporate office) Yes No
 If yes, what is the name of the other Service Provider? _____

COMMENTS

SIGN HERE	Signature Principal or Corporate Officer	Print Name	Date
	_____	_____	_____

Payment Receipt

MERCHANT INFORMATION

Legal Name (as shown on Federal Tax Return): _____ DBA: _____ # of Loc: _____

Address: _____ City: _____ State: _____ Zip: _____

SERVICE AND ACCOUNT TYPE

Choose ANY that apply New Merchant Account Switchover Account Additional Location Current Merchant
 Credit Debit Gift Cards Check Services

MERCHANT SETUP FEES

FEE TYPE	Cash Price	QTY	Sub-Total
<input type="checkbox"/> Start Up Fee - Merchant Services (Per Location)	\$100.00		\$
<input type="checkbox"/> Start Up Fee - Checks (Per Location)	\$50.00		\$
<input type="checkbox"/> Start Up Fee - Gift Cards (Per Location)	\$250.00		\$
<input type="checkbox"/> Programming Fee (Per Terminal)	\$50.00		\$
<input type="checkbox"/> Other (i.e. Lease Transfer Fee, Touchtone Setup Fee, etc....):			\$

EQUIPMENT LEASE/PURCHASE

Make/Model (Ex: Ingenico ICT 220)	Type	Monthly Lease Price	Lease Term Months	Purchase Price	QTY	Sub-Total
Authorize.net	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	\$ —	—	\$ —	1	\$
City of Sapulpa.net	<input type="checkbox"/> NEW <input type="checkbox"/> USED	\$		\$		\$
	<input type="checkbox"/> NEW <input type="checkbox"/> USED	\$		\$		\$
					SALES TAX	\$
					TOTAL DUE +	\$

PAYMENT TYPE

<input type="checkbox"/> Credit Card	<input type="checkbox"/> Check # _____ (Make checks payable to 4 Leaf Solutions)
Select One: <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> DISC	
Exp. Date (MM/YY): / /	
Credit Card #: / / / / / / / / / / / / / / / /	
Name On Card: _____	

ALL SALES ARE FINAL

By signing below, you acknowledge to have read and agreed to the conditions contained herein, that you are an authorized signer for the above mentioned entity, and agree to pay 4 Leaf Solutions according to the terms of this agreement and the Card Issuer Agreement.

X

SIGNATURE _____ PRINT NAME _____ TITLE _____ DATE _____





AUTHORIZE.NET/PAYTRACE ADDENDUM

Addition to Schedule of Fees

PLEASE NOTE: This addendum is valid only for adding the fees listed below for usage of a virtual terminal. For any other changes, a separate, complete Schedule of Fees may be required.

Merchant DBA Name: City of Sapulpa.net

Merchant ID #: _____

Vendor: PayTrace Authorize.net Other: _____

Schedule of Fees

Activation Fee \$ ~~100.00~~ 0 Swiper Required? Yes / No

Internet Gateway \$ ~~20.00~~ 10 /month

Internet Gateway Per Transaction \$ 0.05 /each Batch Fee \$ 0.05 /each

Virtual POS _____ Virtual Terminal _____ Website Only _____

Moto _____ Retail _____

The following features are included in the monthly fee:
 *Customer Information Manager (\$19.95 value) * Recurring Charge Account Manager (\$9.95 value)
 * Fraud Protection Manager (\$9.95 value)

Terms and Conditions

The undersigned owners/officers acknowledge and agree that the fees set forth in this Addendum supplement and update the fees set forth in the Schedule of Fees contained in the merchant's 4 Leaf Solutions application, and that this Addendum is in addition to that Schedule of Fees set forth by 4 Leaf Solutions processing agreement. Except as expressly modified and/or supplemented in this Addendum, the fees set forth in the Schedule of Fees shall remain unchanged and in full force and effect.

Signature by Owner

Date



AGENDA ITEM

Administration 10.G.

City Council Regular

Meeting Date: May 21, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding an Agreement for Professional Engineering Services with Garver LLC for storm drain impact evaluation on Dogwood Lane in an amount not to exceed \$5,000.00.

BACKGROUND:

This agreement with Garver is for engineering services needed to evaluate the impact of a stormwater drain and fill improvements located at 4117 Dogwood Lane. Garver will evaluate the general conveyance of storm flow and evaluate present construction for compliance with City ordinances. Please see agreement for more detailed information.

RECOMMENDATION:

Staff recommends Council approve agreement and authorize Mayor to execute same.

Fiscal Impact

Amount: \$5,000.00

To be paid from: Stormwater Fund

Account number: 29-529-390

Attachments

Agreement - Garver - 4117 Dogwood Ln



6450 South Lewis Ave
Suite 300
Tulsa, OK 74136
TEL 918.250.5922
FAX 918.858.0107
www.GarverUSA.com

April 26, 2018

Mr. Rick Rumsey
Assistant City Manager
424 E. Hobson Ave.
Sapulpa, OK 74066

Re: Letter Contract for Professional Engineering Services
Dogwood Lane Storm Drain Evaluation

Dear Mr. Rumsey:

With this letter contract, we (Garver, LLC – “Garver”) are pleased to propose our services to you (City of Sapulpa – “Client”) related to the Dogwood Lane Storm Drain Evaluation in accordance with our meeting and site visit held on April 4, 2018. This letter will describe our proposed scope of services, performance schedule, and payment terms.

Scope of Services

We understand that you want us to evaluate a new storm drain constructed by the property owner at 4117 Dogwood Lane. More specifically, we propose to accomplish the following:

Garver will conduct a site visit of the recently constructed storm sewer control structure located at the above subject property in the City of Sapulpa. During the site visit, Garver will gather information available and evaluate the construction of a storm drain for compliance with City ordinances. Additionally, the general conveyance (route) of storm flows will be described, storm flow capacity based on available information will be estimated, and public safety concerns, if any, will be summarized. Garver will also review the project history of submittals and permit applications filed at the City of Sapulpa by the private homeowner. Garver will present findings of the evaluation to the City of Sapulpa in a brief technical memorandum.

The Client will provide and/or accomplish the following:

1. Right of entry to the property.
2. Available background information, reports, permits, etc.
3. City storm drain ordinances for review.
4. City storm drain atlas for review.
5. City owned right of way and easements on record for subject property.

For clarification, our proposed scope of services does not include the following:

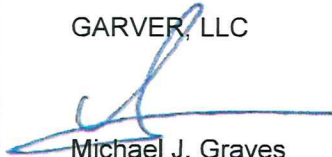
1. Topographical survey
2. Property or easement research
3. Easement acquisition
4. Engineering design of any kind
5. Storm watershed modeling
6. Permitting, bidding, or construction phase services
7. Preparation of a Stormwater Pollution Prevention Plan

Mr. Rumsey
April 20, 2018
Page 3 of 3

Please indicate your acceptance of this proposed contract and authorization to proceed by signing in the space provided below. Please return one signed original of this contract to us for our records. We appreciate the opportunity to provide our services to you.

Sincerely,

GARVER, LLC



Michael J. Graves
Vice President

Accepted for City of Sapulpa by:

Title: _____

Date: _____

Mr. Rumsey
April 20, 2018
Page 2 of 3

8. Preparation of CLOMR/LOMR
9. Environmental services and documentation, including wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items
10. Changes to scope after previous direction or approval
11. Construction cost estimating
12. Construction materials testing
13. Geotechnical investigations

These and other services are considered as extra work and can be added to this agreement by written amendment.

Schedule

We will begin the work upon receipt of this signed and accepted agreement and will accomplish the work on a mutually agreeable schedule.

Payment Terms

For the work described under Scope of Services, the Owner will pay GARVER on an hourly, not to exceed basis of \$5,000.00. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Client and Garver, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed Garver's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Garver shall not be liable to Client for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.